



Review

**Selected Account:Alabama Always**

Your application has been filed with the Alabama Medical Cannabis Commission.  
Your reference code is **1659**.

File Date : **12/30/2022 2:57 PM**

Your transaction ID is : **89098924**

Transaction Token: **5b160008-f721-4baf-95ec-a112a1db1704**

**i** If you do not receive email notifications, please check your spam folder.

You must print or save this page as a PDF as part of your redacted filing.

## Request for Business Application Information

✓ Request Number: 0310

## General Applicant Information

✓ Applicant Name : Alabama Always, LLC.

✓ Applying as: Business Entity

✓ Trade Name (DBAs) : Amapure

✓ Identification: FEIN Number Type

✓ Federal Tax Identification Number : [REDACTED]

✓ Business Entity Name : Alabama Always, LLC.

✓ Business Entity Type : Limited Liability Company

✓ Secretary of State Entity ID Number : [REDACTED]

✓ Federal Business Code No : 56

✓ Date of Qualification, Organization or Incorporation : 06/03/2021

## Applicant Street Address

✓ Street: 246 BLUE CRE  
EK CIR

Unit No / Apt No :

✓ City: DADEVILLE

✓ County: 62-Tallapoosa

✓ State: Alabama

✓ Zip Code: 36853

✓ Address Verified?: Yes

## Applicant Mailing Address

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- ✓ **Street:** 246 BLUE CRE  
EK CIR
  - ✓ **Unit No / Apt No :**
  - ✓ **City:** DADEVILLE
  - ✓ **State:** Alabama
  - ✓ **Zip Code:** 36853
  - ✓ **Address Verified?:** Yes
  - ✓ **Applicant Website :** www.amapure.com
  - ✓ **Applicant Email Address :** [REDACTED]
  - ✓ **Applicant Phone Number :** [REDACTED]
  - ✓ **Do you have a management service agreement in place?:** No
- 

- ✓ **Is the applicant: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group?** :No
- 

## Primary Contact Person

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- ✓ **First Name:** [REDACTED]
- ✓ **Last Name:** [REDACTED]
- ✓ **Title:** Partner
- ✓ **Phone Number** [REDACTED]
- ✓ **Email:** [REDACTED]
- ✓ **Street:** [REDACTED]
- ✓ **Unit No / Apt No :**
- ✓ **City:** [REDACTED]
- ✓ **State:** Alabama
- ✓ **Zip Code:** [REDACTED]
- ✓ **Address Verified?:** Yes

## License Information

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- ✓ **License Type:** Integrated Facility

## Facility Information

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## Facility Information

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✓ **Facility Type** : Cultivation Facility

## Physical Address

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✓ **Street:** 639 HUNTER LOOP RD

**Unit No / Apt No** :

✓ **City:** MONTGOMERY

✓ **County:** 51-Montgomery

✓ **State:** Alabama

✓ **Zip Code:** 36108

✓ **Address Verified?** : Yes

## Facility Information Questions

---

✓ **Applicant's interest in property where proposed facility is located** : Owns

✓ **Is this facility under construction?** : Yes

✓ **Estimated date of construction completion** : 04/01/2023

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 45

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 150

✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

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✓ **Facility Type** : Processing Facility

## Physical Address

---

✓ **Street:** 639 HUNTER LOOP RD

**Unit No / Apt No** :

✓ **City:** MONTGOMERY

✓ **County:** 51-Montgomery

✓ **State:** Alabama

✓ **Zip Code:** 36108

✓ **Address** : Yes  
Verified?

## Facility Information Questions

---

✓ **Applicant's interest in** : Owns  
**property where proposed  
facility is located**

✓ **Is this facility under** : Yes  
**construction?**

✓ **Estimated date of** : 04/01/2023  
**construction  
completion**

✓ **The number of days, if awarded a license, within which the** : 45  
**Applicant reasonably projects it will commence operations  
at this facility**

✓ **The number of days, if awarded a license, within which the** : 135  
**Applicant reasonably projects it will reach full capacity at  
this facility**

✓ **Does the applicant verify that this proposed facility will be in a** : Yes  
**permissible location, if applicable, and will maintain compliance with  
all State and local laws, resolutions and ordinances?**

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✓ **Facility** : Dispensing Site  
**Type** (Retail Facility)

✓ **Dispensing:** Stand Alone Bul  
**Site** ding  
**Premises**

## Physical Address

---

✓ **Street:** 2215 15TH ST

**Unit No /** :  
**Apt No**

✓ **City:** TUSCALOOSA

✓ **County:** 63-Tuscaloosa

✓ **State:** Alabama

✓ **Zip Code:** 35401

✓ **Address** : Yes  
Verified?

## Facility Information Questions

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✓ **Applicant's interest in** : Leases/Rents  
**property where proposed  
facility is located**

- ✓ **Is this facility under construction?** : No
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 420
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 420
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

- 
- ✓ **Facility Type** : Dispensing Site (Retail Facility)
  - ✓ **Dispensing Site Premises**: Stand Alone Building

## Physical Address

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- ✓ **Street:** 2114 2ND AVE S
- ✓ **Unit No / Apt No** :
- ✓ **City:** BIRMINGHAM
- ✓ **County:** 37-Jefferson
- ✓ **State:** Alabama
- ✓ **Zip Code:** 35233
- ✓ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ **Applicant's interest in property where proposed facility is located** : Leases/Rents
- ✓ **Is this facility under construction?** : Yes
- ✓ **Estimated date of construction completion** : 02/01/2024
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 248
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 248

- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- ✓ Facility Type : Dispensing Site (Retail Facility)
- ✓ Dispensing: Strip Mall Site Premises

## Physical Address

- ✓ Street: 1726 RAINBOW DR
- ✓ Unit No / Apt No : SUITES F & G
- ✓ City: GADSDEN
- ✓ County: 28-Etowah
- ✓ State: Alabama
- ✓ Zip Code: 35901
- ✓ Address Verified? : Yes

## Facility Information Questions

- ✓ Applicant's interest in property where proposed facility is located : Leases/Rents
- ✓ Is this facility under construction? : No
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 215
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 215
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- ✓ Facility Type : Dispensing Site (Retail Facility)
- ✓ Dispensing: Stand Alone Building Site Premises

## Physical Address

- ✓ Street: 2914 CHESTNUT ST
- ✓ Unit No / Apt No :
- ✓ City: MONTGOMERY
- ✓ County: 51-Montgomery
- ✓ State: Alabama
- ✓ Zip Code: 36107

- ✓ **Address** : Yes  
Verified?

## Facility Information Questions

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- ✓ **Applicant's interest in** : Owns  
property where proposed  
facility is located
- ✓ **Is this facility under** : No  
construction?
- ✓ **The number of days, if awarded a license, within which the** : 167  
Applicant reasonably projects it will commence operations  
at this facility
- ✓ **The number of days, if awarded a license, within which the** : 167  
Applicant reasonably projects it will reach full capacity at  
this facility
- ✓ **Does the applicant verify that this proposed facility will be in a** : Yes  
permissible location, if applicable, and will maintain compliance with  
all State and local laws, resolutions and ordinances?

- 
- ✓ **Facility** : Dispensing Site  
**Type** (Retail Facility)
  - ✓ **Dispensing:** Strip Mall  
**Site**  
**Premises**

## Physical Address

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- ✓ **Street:** 1910 GOVERNMENT  
ENT ST
- ✓ **Unit No /** :  
**Apt No**
- ✓ **City:** MOBILE
- ✓ **County:** 49-Mobile
- ✓ **State:** Alabama
- ✓ **Zip Code:** 36606
- ✓ **Address** : Yes  
Verified?

## Facility Information Questions

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- ✓ **Applicant's interest in** : Leases/Rents  
property where proposed  
facility is located
- ✓ **Is this facility under** : No  
construction?

- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 234
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 234
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

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## Ownership of Applicant

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- ✓ Select type of record: Entity
- ✓ Does this entity have ownership interest in the applicant? : Yes

## Entity

---

- ✓ Entity Name : [REDACTED]
- ✓ Entity Type : Limited Liability Company
- ✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes
- ✓ FEIN: [REDACTED]
- ✓ Ownership Percentage of the Applicant : 0.64

## Physical Address

---

- ✓ Street: [REDACTED]
- Unit No / Apt No : [REDACTED]
- ✓ City: [REDACTED]
- ✓ State: Florida
- ✓ Zip Code: [REDACTED]
- ✓ Address Verified? : Yes

## Primary Contact/ Responsible Person

---

- ✓ First Name : [REDACTED]
- ✓ Last Name : [REDACTED]
- ✓ Title: Manager



✓ Phone Number: [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Florida

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have ownership interest in the applicant? : Yes

## Entity

✓ Entity Name: [REDACTED]

✓ Entity Type : Limited Liability Company

✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes

✓ FEIN: [REDACTED]

✓ Ownership Percentage of the Applicant : 0.43

## Physical Address

✓ Street: [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

✓ First Name: [REDACTED]

✓ Last Name: [REDACTED]

✓ Title: Registered Agent

✓ Phone Number: [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

✓ Entity Name [REDACTED]

✓ Entity Type : Limited Liability  
Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: [REDACTED]

✓ Ownership : 1.02  
Percentage  
of the  
Applicant

## Physical Address

✓ Street: [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

✓ First Name [REDACTED]

✓ Last Name : [REDACTED]

✓ Title: Sole Member

✓ Phone Number [REDACTED]

✓ Email Address [REDACTED]

✓ Street Address : [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Texas

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

---

✓ Entity : ██████████  
Name █████

✓ Entity : Limited Liability  
Type Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: ██████████

✓ Ownership : 4.29  
Percentage  
of the  
Applicant

## Physical Address

---

✓ Street: ██████████

Unit No / :  
Apt No

✓ City: ██████████

✓ State: Alabama

✓ Zip Code: ██████████

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

---

✓ First : ██████  
Name

✓ Last ██████  
Name

✓ Title: Member

✓ Phone : ██████████  
Number

✓ Email ██████████  
Address █████

✓ Street ██████████  
Address █████

Unit No / :  
Apt No

✓ City: ██████████

✓ State: Alabama

✓ Zip Code: ██████████

✓ Address : Yes  
Verified?

---

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

---

✓ Entity Name : ██████████

✓ Entity Type : Limited Liability Company

✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes

✓ FEIN: ██████████

✓ Ownership Percentage of the Applicant : 2.61

## Physical Address

---

✓ Street: ██████████

Unit No / Apt No :

✓ City: ██████████

✓ State: Alabama

✓ Zip Code: ██████████

✓ Address Verified? : Yes

## Primary Contact/ Responsible Person

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✓ First Name : ██████████

✓ Last Name : ██████████

✓ Title: Member

✓ ██████████ ██████████  
██████████

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██████████

████████████████████

✓ State: Alabama

✓ ██████████

✓ Address Verified? : Yes

---

✓ Select type of record: Entity

✓ Does this entity have ownership interest in the applicant? : Yes

## Entity

---

✓ Entity Name : ██████████  
██████████

✓ Entity Type : Limited Liability Company

✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes

✓ FEIN: [REDACTED]

✓ Ownership : 0.85  
Percentage  
of the  
Applicant

## Physical Address

---

✓ Street: [REDACTED] [REDACTED] [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

---

✓ First Name : [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

---

✓ Entity Name [REDACTED]  
[REDACTED]

✓ Entity Type : Limited Liability  
Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: [REDACTED]

✓ Ownership : 0.43  
Percentage  
of the  
Applicant

## Physical Address

---

✓ Street: [REDACTED]  
[REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

---

✓ First Name [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

Unit No / :  
Apt No

✓ City: [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

---

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

---

✓ Entity Name [REDACTED]  
[REDACTED]

✓ Entity Type : Limited Liability  
Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: [REDACTED]

✓ Ownership : 0.43  
Percentage  
of the  
Applicant

## Physical Address

---

✓ Street: [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

---

✓ First Name [REDACTED]

[REDACTED]

[REDACTED]

✓ Phone Number [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

---

✓ Entity Name [REDACTED]  
LLC

✓ Entity Type : Limited Liability  
Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: [REDACTED]

✓ Ownership : 1.06  
Percentage  
of the  
Applicant

## Physical Address

---

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

---

✓ First Name [REDACTED]

[REDACTED]

[REDACTED]

✓ Phone Number [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have ownership interest in the applicant? : Yes

## Entity

✓ Entity Name : [REDACTED]

✓ Entity Type : Limited Liability Company

✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes

✓ FEIN: [REDACTED]

✓ Ownership Percentage of the Applicant : 4.25

## Physical Address

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

✓ First Name : [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama



✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have : Yes  
ownership interest in  
the applicant?

## Entity

✓ Entity Name [REDACTED]

✓ Entity Type : Limited Liability  
Company

✓ Are there : Yes  
individuals with  
direct or indirect  
ownership  
interest in this  
entity?

✓ FEIN: [REDACTED]

✓ Ownership : 1.03  
Percentage  
of the  
Applicant

## Physical Address

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Primary Contact/ Responsible Person

✓ First Name [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select type of record: Entity

✓ Does this entity have ownership interest in the applicant? : Yes

## Entity

---

✓ Entity Name [REDACTED]

✓ Entity Type : Limited Liability Company

✓ Are there individuals with direct or indirect ownership interest in this entity? : Yes

✓ FEIN: [REDACTED]

✓ Ownership Percentage of the Applicant : 1.72

## Physical Address

---

✓ Street: [REDACTED]

✓ State: Florida

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

## Primary Contact/ Responsible Person

---

✓ First Name [REDACTED]

[REDACTED]

[REDACTED]

✓ Zip Code: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ Address Verified? : Yes

[REDACTED]

[REDACTED]

[REDACTED] State: Florida

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name: [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

Suffix:

✓ Phone Number: [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 0.43

✓ Role: Member , Shareholder

## Residence Address

---

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Florida

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name : [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 1.72

✓ Role: Member , Shareholder

## Residence Address

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- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Florida
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

- ✓ Legal : [REDACTED]  
First Name [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- ✓ Ownership : 0.43  
Percentage of the  
Applicant
- ✓ Role: Member , Shareh  
older

## Residence Address

---

- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Florida
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal First Name : [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 0.85

✓ Role: Member , Shareholder

## Residence Address

---

✓ Street: [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name : [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 1.72

✓ Role: Officer , Director , Member , Shareholder

## Residence Address

---

- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Alabama
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes an ownership interest in the applicant?

## Individual

---

- ✓ Legal First Name : [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]ian
- ✓ Ownership Percentage of the Applicant : 1.06
- ✓ Role: Member , Shareholder

## Residence Address

---

- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Alabama
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes an ownership interest in the applicant?

## Individual

---

✓ Legal First Name [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 4.57

✓ Role: Director, Member, Shareholder

## Residence Address

---

✓ Street: [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 0.43

✓ Role: Member, Shareholder

## Residence Address

---

- ✓ [Redacted] [Redacted] [Redacted]
  - ✓ State: Alabama
  - ✓ Zip Code: [Redacted]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

- ✓ Legal First Name [Redacted] [Redacted] [Redacted]
- [Redacted] [Redacted] [Redacted]
- [Redacted] [Redacted] [Redacted]
- [Redacted] [Redacted] [Redacted]
- [Redacted] [Redacted] [Redacted]
- [Redacted] [Redacted] [Redacted]
- ✓ Ownership : 15  
Percentage  
of the  
Applicant
- ✓ Role: Member , Manag  
er , Officer , Shar  
eholder

## Residence Address

---

- ✓ Street: [Redacted] [Redacted] [Redacted]
  - ✓ State: Florida
  - ✓ Zip Code: [Redacted]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?



## Individual

✓ Legal First Name

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✓ Ownership Percentage of the Applicant : 25.32

✓ Role: Director , Member , Shareholder

## Residence Address

✓ Street: ████████████████████  
██████████

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██████████

██████████ ████████████████████

✓ State: Alabama

✓ Zip Code: ██████████

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

✓ Legal First Name

██████████ ██████████ ██████████  
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██

✓ Ownership Percentage of the Applicant : 0.43

✓ Role: Member , Shareholder

## Residence Address

---

- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Alabama
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

- ✓ Legal First Name [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- ✓ Ownership Percentage of the Applicant : 13.76
- ✓ Role: Member , Shareholder

## Residence Address

---

- ✓ Street: [REDACTED] [REDACTED] [REDACTED]
  - ✓ State: Texas
  - ✓ Zip Code: [REDACTED]
  - ✓ Address : Yes  
Verified?
- 

- ✓ Select type of record: Individual
- ✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal First Name

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 1.06

✓ Role: Director, Member, Shareholder

## Residence Address

---

✓ Street: [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 0.43

✓ Role: Member, Shareholder

## Residence Address

---

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

---

✓ Select type of record: Individual

✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal  
First  
Name

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

✓ Ownership : 0.43  
Percentage  
of the  
Applicant

✓ Role: Member , Shareh  
older

## Residence Address

---

✓ Street: [REDACTED]

[REDACTED]

[REDACTED]

✓ State: Alabama

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

---

✓ Select type of record: Individual

✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal First Name : [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 1.72

✓ Role: Member , Shareholder

## Residence Address

---

✓ Street: [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

✓ State: Florida

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

---

✓ Legal First Name : [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

✓ Ownership Percentage of the Applicant : 0.43

✓ Role: Member , Shareholder

## Residence Address

---

✓ St 

✓ State: Alabama 

✓ Address : Yes  
Verified?

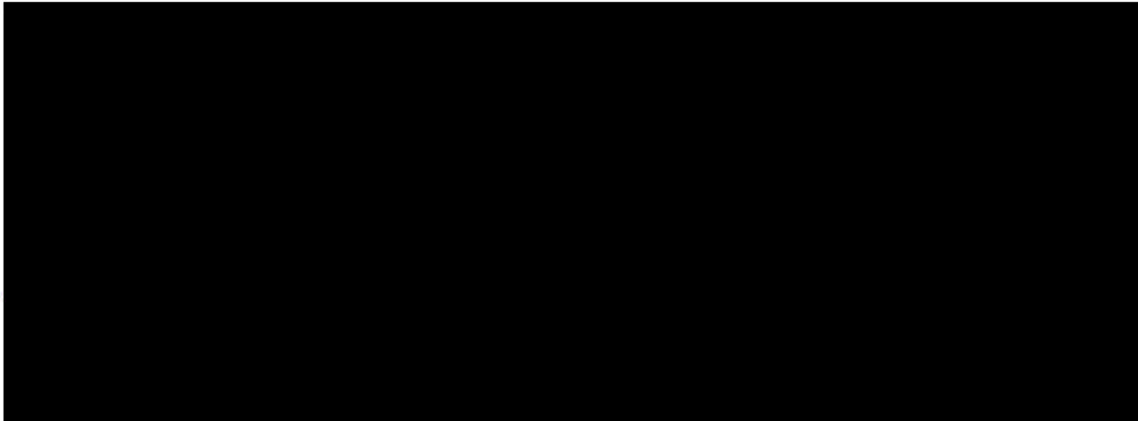
---

✓ Select type of record: Individual

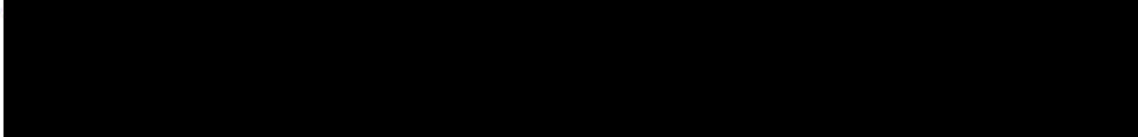
✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal  
First  
Name 

Suffix:

✓ Date of  
Birth 

✓ Ownership : 0.21  
Percentage  
of the  
Applicant

✓ Role: Member , Shareh  
older

## Residence Address

---

✓ Street 

✓ State: Alabama ✓ Zip Code: 

✓ Address : Yes  
Verified?

---

✓ Select type of record: Individual

✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal  
First  
Name

Suffix:

✓ Date of  
Birth

✓ Ownership : 10  
Percentage  
of the  
Applicant

✓ Role: Member , Shareh  
older

## Residence Address

---

✓ Street:

✓ State: Florida

✓ Zip Code:

✓ Address : Yes  
Verified?

---

✓ Select type of record: Individual

✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal  
First  
Name

Suffix:

✓ Date of  
Birth

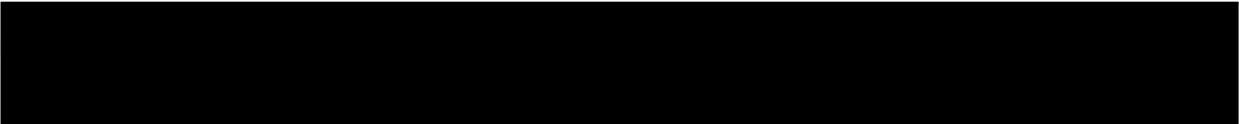
✓ Ownership : 0.43  
Percentage  
of the  
Applicant

✓ Role: Member , Shareh  
older

## Residence Address

---

✓ Street:



✓ State: Alabama

✓ Zip Code:



✓ Address : Yes  
Verified?

---

✓ Select type of record: Individual

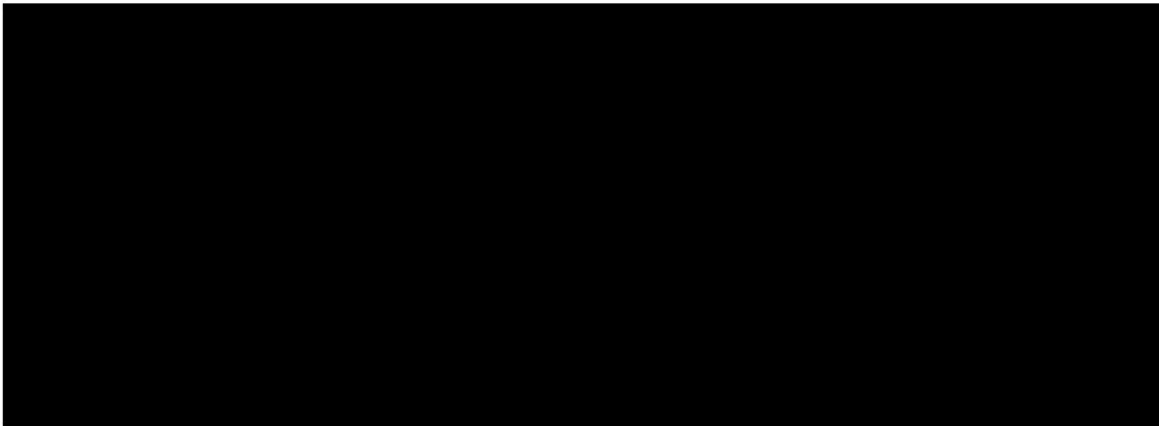
✓ Does the individual have : Yes  
an ownership interest in  
the applicant?

## Individual

---

✓ Legal  
First  
Name

Suffix:



✓ Date of  
Birth

✓ Ownership : 0.64  
Percentage  
of the  
Applicant

✓ Role: Member , Shareh  
older

## Residence Address

---

✓ Street: 1



✓ State: Florida

✓ Zip Code:



✓ Address : Yes  
Verified?

---

## Cannabis Industry Entities

---



- ✓ Is any individual or entity below connected to any entity that is directly or indirectly involved in the cannabis industry, including, but not limited to, the cultivation, processing, packaging, labeling, testing, transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction? : No
- (1) an individual with an ownership interest in the applicant;  
(2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or  
(3) an entity with an ownership interest in the applicant.
- 

## Questions and Attestations

---

- ✓ Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction? : Yes
- 

- ✓ **Select One** : Ownership Entity
- ✓ **Name:** [REDACTED]
- ✓ **Commercial license or certificate applied for** : Commercial Nursery
- ✓ **Licensing Board or Commission** : Florida Department of Agriculture
- ✓ **Application Date** : 05/01/1982
- ✓ **Issued Date** : 05/01/1982
- ✓ **Expiration Date** : 07/31/2023
- 

- ✓ Was any commercial license or certificate disclosed above denied, restricted, suspended, revoked, or non-renewed? : No
- 

- ✓ Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, ever been authorized to participate in the cannabis or medical cannabis industry, licensed (i.e., a "licensee" as defined in Chapter 1 of the AMCC Rules), or provided similar status in any other jurisdiction? : Yes
- 

- ✓ **Select One** : Ownership Entity
- ✓ **Name:** [REDACTED]
- ✓ **License Type** : Florida Medical Marijuana License
- ✓ **Licensing Board or Commission** : Florida Department of Health
- ✓ **License Issued Date** : 08/01/2017
- ✓ **License Expiration Date** : 12/06/2018
- 

- ✓ During the last 5 years has there been any disciplinary measures taken regarding any cannabis or medical cannabis industry license of the applicant or any entity affiliated with the applicant? : No
-

✓ Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, within the last ten (10) years, filed or been served with a complaint or other notice by any governmental body, regarding a delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law? : No

---

✓ Has the applicant filed, or had filed against it, any proceeding for bankruptcy within the past 7 years?: No

---

✓ Is the applicant currently, or has it been in the past 10 years, a defendant in litigation involving any of its business practices? : No

---

✓ Is any public official of any unit of government: : No  
(1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;  
(2) a creditor of the applicant;  
(3) a holder of any debt instrument issued by the applicant; or (4) a holder of, or interested party in, any contractual or service relationship with the applicant?

---

✓ Is the spouse, parent or child of a public official of any unit of government: : No  
(1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;  
(2) a creditor of the applicant;  
(3) a holder of any debt instrument issued by the applicant; or  
(4) a holder of, or interested party in, any contractual or service relationship with the applicant?

✓ Has any owner, director, board member, or individual with a controlling interest in the applicant ever been indicted for, charged with, arrested for, convicted of, pled guilty or nolo contendere to, or forfeited bail concerning any felony or controlled substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise? : Yes

---

✓ Individual Name

✓ Name of Court

✓ Prosecution Agency

✓ Offense:

✓ Disposition: Case Dismissed

✓ **Length of Incarceration** : N/A

✓ **Facts and circumstances concerning offense** :

[REDACTED]

- ✓ Has any leader, secure transport driver, or secure transport passenger received a criminal conviction within the last eight years for any of the following: (1) any indictable offense; (2) any offense involving stolen property or vehicles; (3) fraud relating to any business any driver has owned, in which the driver has been employed; (4) stolen property, or other offense of similar nature; (5) operation of a motor vehicle while under the influence of a controlled substance, or offense of similar nature; or (6) any offense involving possession, distribution, or use of a controlled substance, or any illegal substance? : No

What is the applicant's anticipated or actual number of employees (including all facilities) at the prospective commencement of operations and during the next five calendar years thereafter?

- ✓ Commencement: 5 of Operation
- ✓ Year One: 39
- ✓ Year Two: 88
- ✓ Year Three: 108
- ✓ Year Four: 188
- ✓ Year Five: 188

- ✓ Does the applicant verify that it has the ability to maintain adequate levels (\$2,000,000) of liability and casualty insurance, as required by § 20-2A-53(a)(2), Code of Alabama 1975 (as amended)? : No

- ✓ Does the applicant verify that each of its proposed dispensing facilities is at least 1000 feet from any school, daycare, or childcare facility? : Yes

- ✓ Does the applicant consent as required by § 20-2A-55(d), Code of Alabama 1975 (as amended) to the inspections, examinations, searches, and seizures contemplated by § 20-2A-52(a)(3), Code of Alabama 1975 (as amended), which shall specifically extend to the transport vehicles of the applicant? : Yes

- ✓ Does the applicant verify that neither it nor its leadership have any financial interest in any other business or applicant for license under the Act? (See § 20-2A-55(b)(1), Code of Alabama 1975 (as amended)) : Yes

- ✓ I attest that this application is truthful and complete based on the best available information as of the date of filing. : Yes

✓ Signature: Michael Bruce Signature Date: 12/30/2022

## Documents

- ✓ Resume or Curriculum Vitae of Individuals with Ownership or Significant Interest: [Redacted] compressed.pdf (/api/documents/bOU9uZBQ...

|  |  |
|--|--|
| ✓ <b>Residency of Owners:</b>  | Exhibit 1 Verified Final Compressed.pdf (./api/documents/yB7...    |
| ✓ <b>Commercial Horticulture or Agronomic Production Experience of Owners:</b>             | Exhibit 2 Verified Final Compressed.pdf (./api/documents/tQ78...   |
| ✓ <b>Criminal Background Check:</b>  | Exhibit 3 Verified Final.pdf (./api/documents/uc0FEzw0T/down...    |
| ✓ <b>Minimum Performance Bond Requirement:</b>   | Exhibit 4 Verified Final.pdf (./api/documents/ig61zu76q/downl...   |
| ✓ <b>Minimum Liquid Assets Requirement:</b>  | Exhibit 5 Verified Final.pdf (./api/documents/cTTPRb0ii/downl...   |
| ✓ <b>Demonstration of Sufficient Capital:</b>  | Exhibit 6 Verified Final.pdf (./api/documents/pi2p2mr5/downlo...   |
| ✓ <b>Minimum Operating Capital Requirement:</b>  | Exhibit 7 Verified Final.pdf (./api/documents/K_7oHsk-n/downl...   |
| ✓ <b>Financial Statements:</b>   | Exhibit 8 Verified Final.pdf (./api/documents/zf4Ae6WHF/dow...     |
| ✓ <b>Tax Plan:</b>   | Exhibit 9 Verified Final.pdf (./api/documents/5NoR6cZvj/download)  |
| ✓ <b>Business Formation Documents:</b>   | Exhibit 10 Verified Final.pdf (./api/documents/h_pyX1H30/dow...    |
| ✓ <b>Business License and Authorization of Local Jurisdictions:</b>                        | Exhibit 11 Final Verified.pdf (./api/documents/2x-OMtCYB/dow...    |
| ✓ <b>Business Plan:</b>  | Exhibit 12 Verified Final.pdf (./api/documents/ub3otSoxs/dow...    |
| ✓ <b>Evidence of Business Relationship with other Licensees and Prospective Licensees:</b> | Exhibit 13 Verified Final.pdf (./api/documents/6jsnvv0DE/down...   |
| ✓ <b>Coordination of Information from Registered Certifying Physicians:</b>                | Exhibit 14 Verified Final.pdf (./api/documents/aUcaOR9Kj/dow...    |
| ✓ <b>Point-of-Sale Responsibilities:</b>   | Exhibit 15 Verified Final.pdf (./api/documents/h5Cx5uiiE/down...   |
| ✓ <b>Confidentiality of Patient Information:</b>   | Exhibit 16 Verified Final.pdf (./api/documents/WSsyL0swz/do...     |
| ✓ <b>Money Handling and Taxes:</b>   | Exhibit 17 Verified Final.pdf (./api/documents/UI540FVzh/download) |
| ✓ <b>Standard Operating Plan and Procedures:</b>   | Exhibit 18 Verified Final.pdf (./api/documents/SsIsuZGwg...        |
| ✓ <b>Policies and Procedures Manual:</b>   | Exhibit 19 Verified Final .pdf (./api/documents/eWHbSBOR6/do...    |

|  |  |
|--|--|
| ✓ <b>Production and Manufacturing Process:</b>   | Exhibit 21 Verified Final.pdf (./api/documents/fRMme8ZTW/do...   |
| ✓ <b>Machinery and Equipment:</b>  | Exhibit 22 Final Verified Compressed.pdf (./api/documents/Ue...  |
| ✓ <b>Receiving and Shipping Plan:</b>  | Exhibit 23 Verified Final.pdf (./api/documents/8WD9N21Db/do...   |
| ✓ <b>Secure Transport Vehicles:</b>  | Exhibit 24 Verified Final.pdf (./api/documents/QJhVjEKg/dow...   |
| ✓ <b>Compliance with Alabama Public Service Commission Requirements:</b>                 | Exhibit 25 Verified Final Compressed.pdf (./api/documents/Sfk... |
| ✓ <b>Commercial Drivers' License:</b>  | Exhibit 26 Verified Final.pdf (./api/documents/JOm0ZWp3j/do...   |
| ✓ <b>Fleet Summary:</b>  | Exhibit 27 Verified Final.pdf (./api/documents/YHky1gs_T/dow...  |
| ✓ <b>Care and Maintenance of Vehicles:</b>   | Exhibit 28 Verified Final.pdf (./api/documents/e9FSP5_97/dow...  |
| ✓ <b>Route Plans:</b>  | Exhibit 29 Verified Final.pdf (./api/documents/1YWmHerKJ/do...   |
| ✓ <b>Plan for Segregation of Processes Within and Transportation Between Facilities:</b> | Exhibit 30 Verified Final.pdf (./api/documents/rKNs-bP6v/dow...  |
| ✓ <b>Facilities:</b>   | Exhibit 31 Verified Final.pdf (./api/documents/C1_cxZ40Y/dow...  |
| ✓ <b>Engineering Plans and Specifications:</b>   | _Exhibit 32 Verified Final_compressed.pdf (./api/documents/zg... |
| ✓ <b>Security Plan:</b>  | Exhibit 23 Verified Final.pdf (./api/documents/oLJF1GEQu/do...   |
| ✓ <b>Personnel:</b>  | Exhibit 34 Final Verified.pdf (./api/documents/A3X79mQ1f/do...   |
| ✓ <b>Business Leadership Credentials:</b>  | Exhibit 35 Verified Final.pdf (./api/documents/Semo2wkCC/do...   |
| ✓ <b>Employee Handbook:</b>  | Exhibit 36 Verified Final.pdf (./api/documents/v_LCKhK-9/dow...  |
| ✓ <b>Secure Transport Drivers:</b>   | Exhibit 37 Verified FINAL.pdf (./api/documents/QEn2I2NSy/do...   |
| ✓ <b>Drivers' Manual:</b>  | Exhibit 38 Verified Final.pdf (./api/documents/KjZNakgHm/do...   |
| ✓ <b>Quality Control and Quality Assurance Plan:</b>                                     | Exhibit 39 Verified Final.pdf (./api/documents/VM2EV2T08/do...   |

- ✓ **Contamination and Recall Plan:** [Exhibit 40 Verified Final.pdf \(/api/documents/ati-ae33K/downl...](#)

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- ✓ **Marketing and Advertising Plan:** [Exhibit 41 Verified Final.pdf \(/api/documents/GA1wdmSCm/d...](#)

---

- ✓ **Website and Social Media:** [Exhibit 42 Final Verified.pdf \(/api/documents/sK3QU0xmC/do...](#)

---

- ✓ **Ownership Entity Individuals (if applicable):** [Form I Final Verified.pdf \(/api/documents/glb106MYI/downlo...](#)

---

- ✓ **Affidavit - Entity Applicant:** [Form K Signed Affadavit.pdf \(/api/documents/mji8903wn/do...](#)

---

## Payments

---

- ✓ **Payment Options:** Credit Card
-



# Exhibit 1 – Resume or Curriculum Vitae of Individuals with Ownership Interest

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

Signature of Verifying Individual

Verification Date

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

Q.43/.

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

04/2021

State

11/2022

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

01/2016

State

03/2021

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

04/2011

State

01/2016

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

05/2010

State

04/2011

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

09/2007

05/2010

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

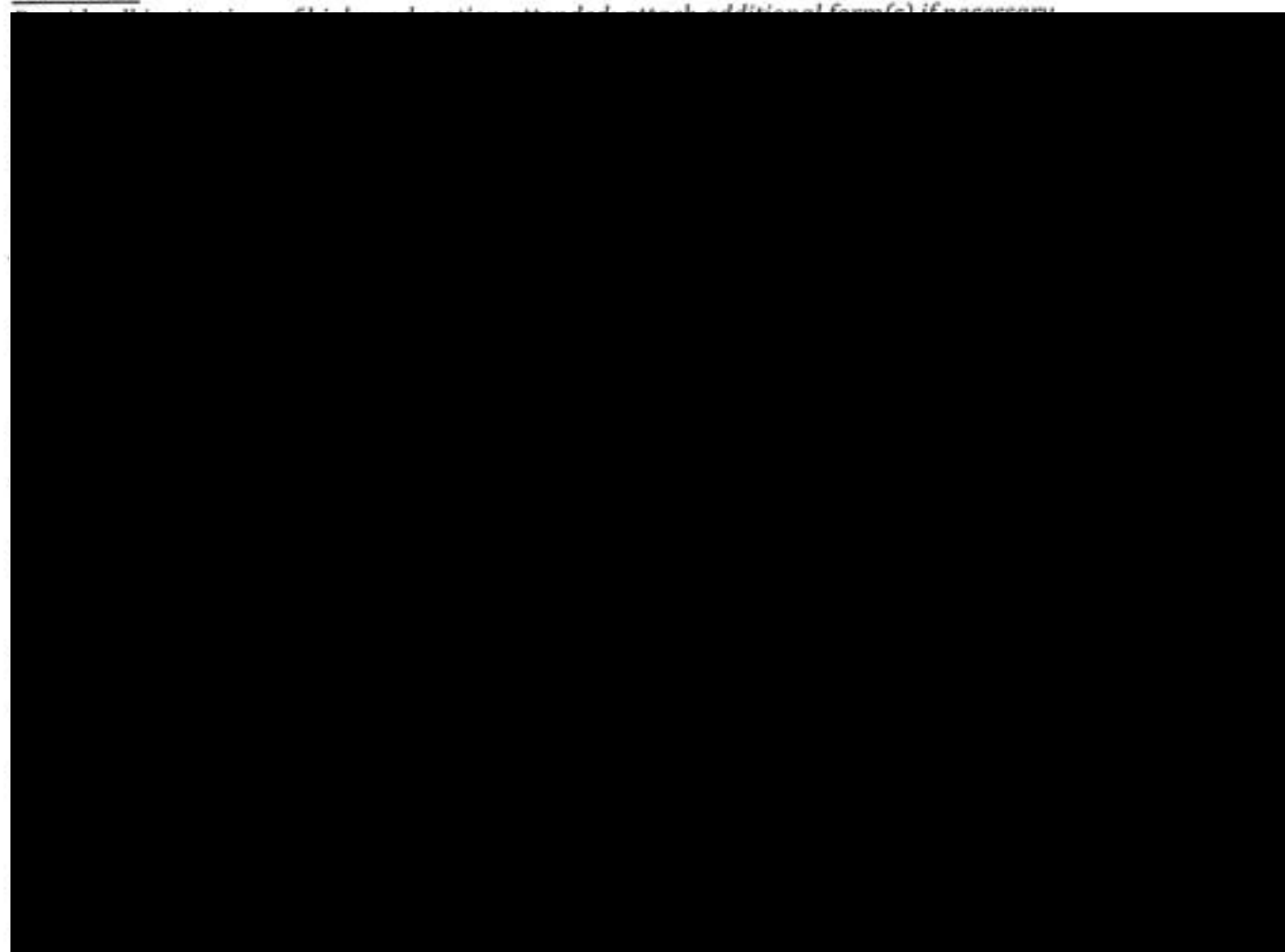
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

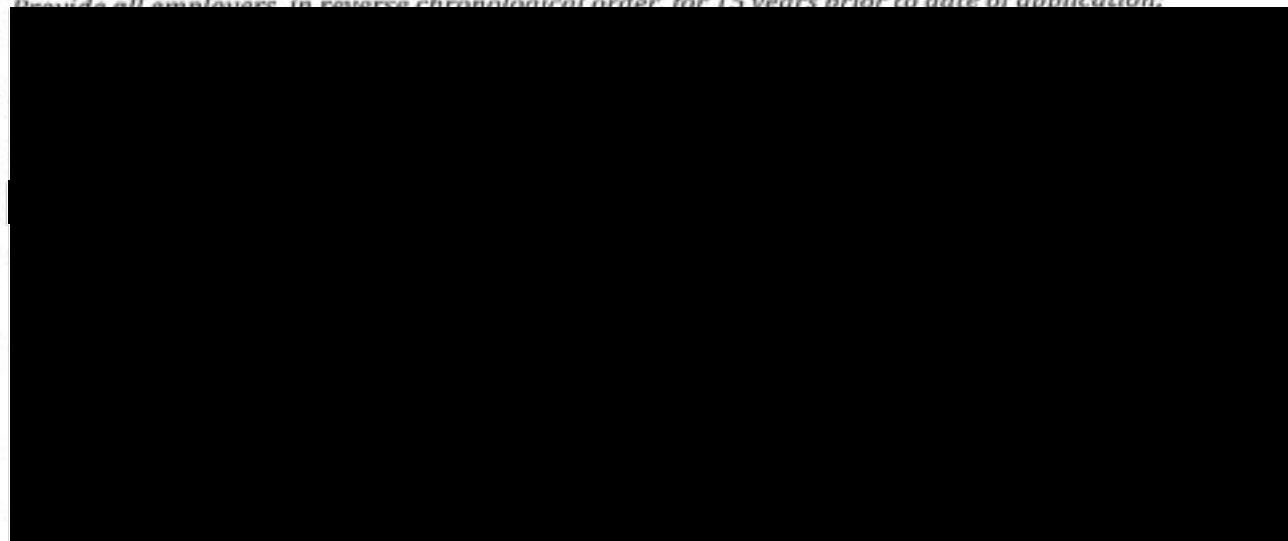
**Education**

*State all institutions attended, including additional form(s) if necessary.*



**Employment History**

*Provide all employers in reverse chronological order for 15 years prior to date of application.*





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Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

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Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

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---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Residential Street Address

City

FL

State

Zip

06-2011

Date Resided From (MM/YYYY)

11 years

PRESENT

11/28/2022

Date Resided To (MM/YYYY)

Residential Street Address

City

FL

State

Zip

09-1997

Date Resided From (MM/YYYY)

15 years

06-2012

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

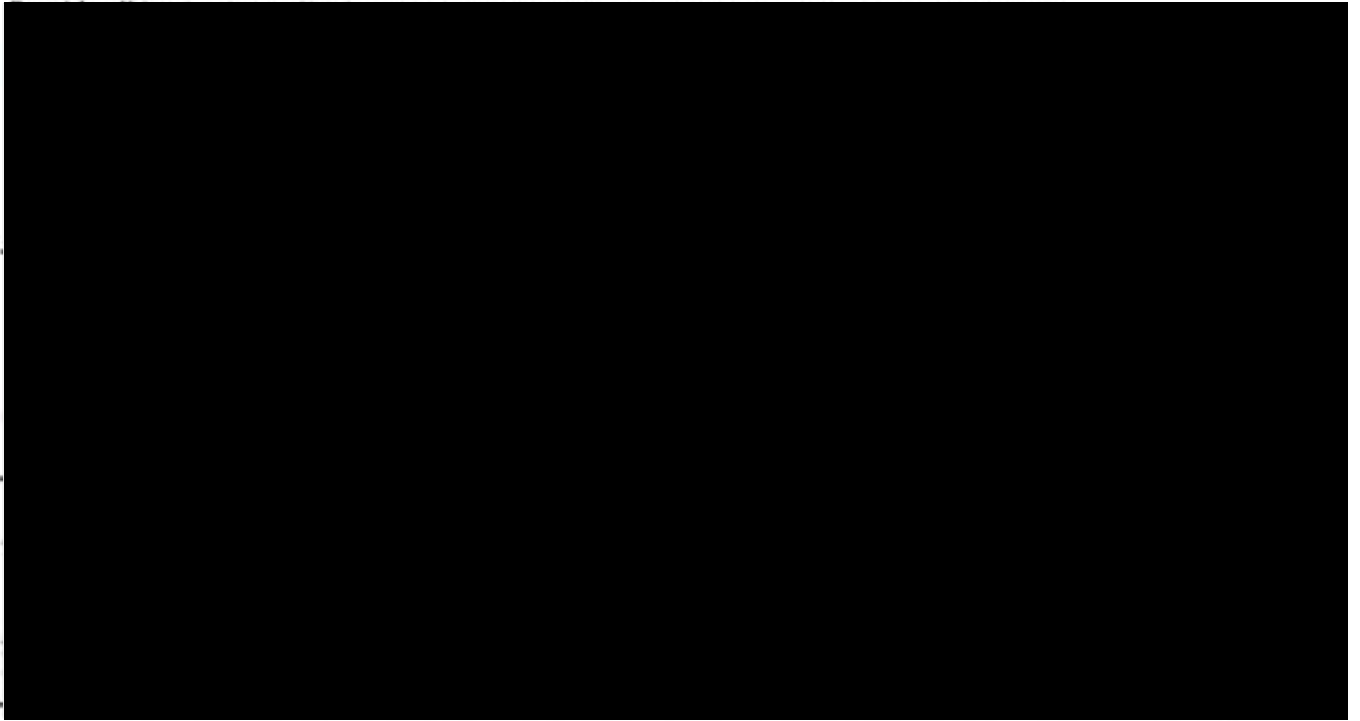
State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**



\_\_\_\_\_  
Institution

\_\_\_\_\_  
City

\_\_\_\_\_  
State

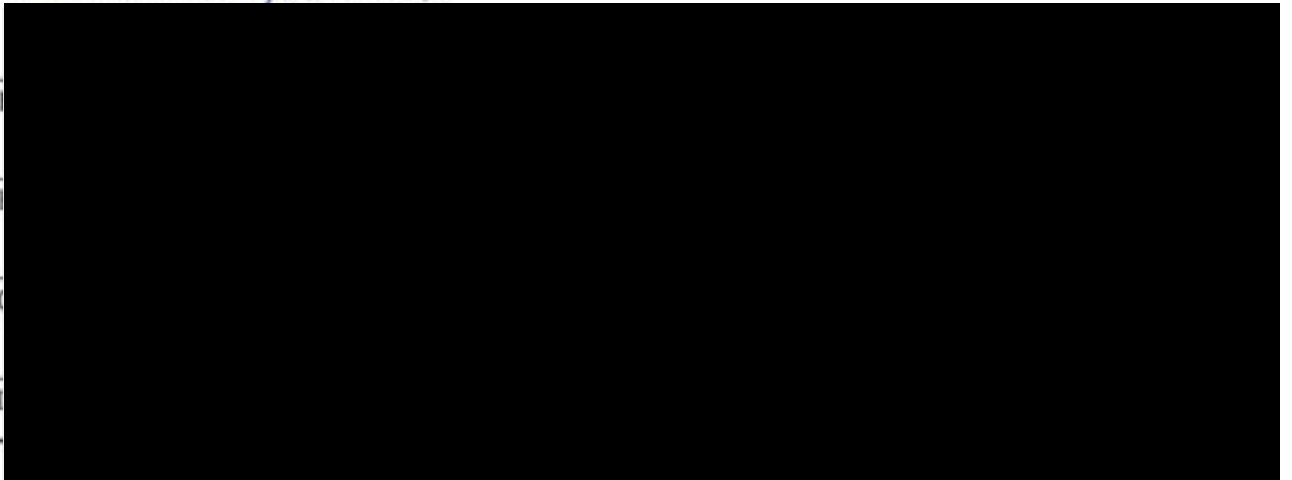
\_\_\_\_\_  
Date Attended From (MM/YYYY)

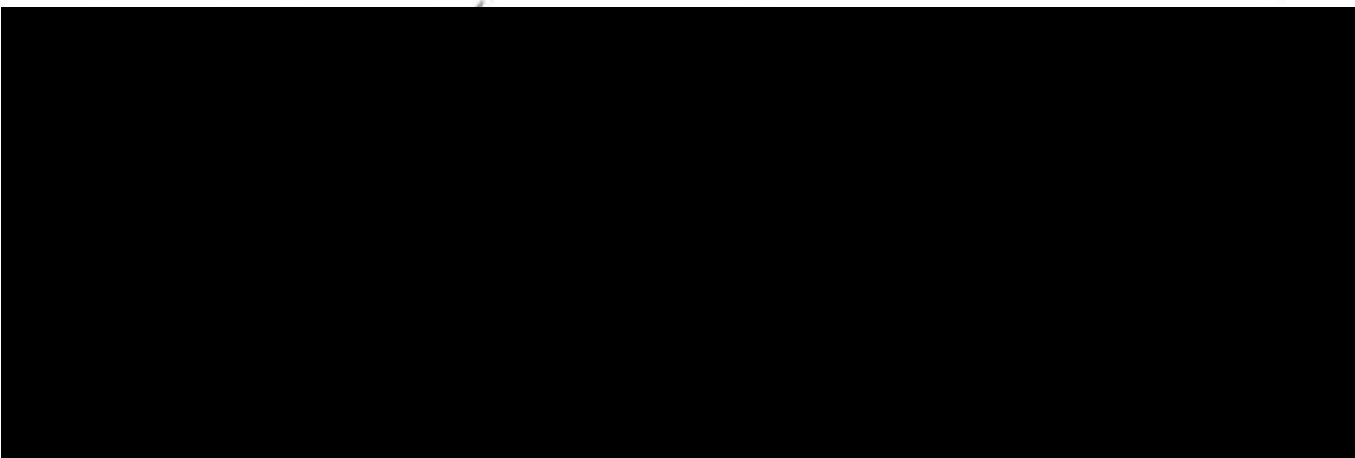
\_\_\_\_\_  
Date Attended To (MM/YYYY)

\_\_\_\_\_  
Degree Received

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

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Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

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|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

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Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

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|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

---



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name  
[REDACTED]

License Type  
0.21%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

05/2009

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

11/2004

05/2009

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

11/2004

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

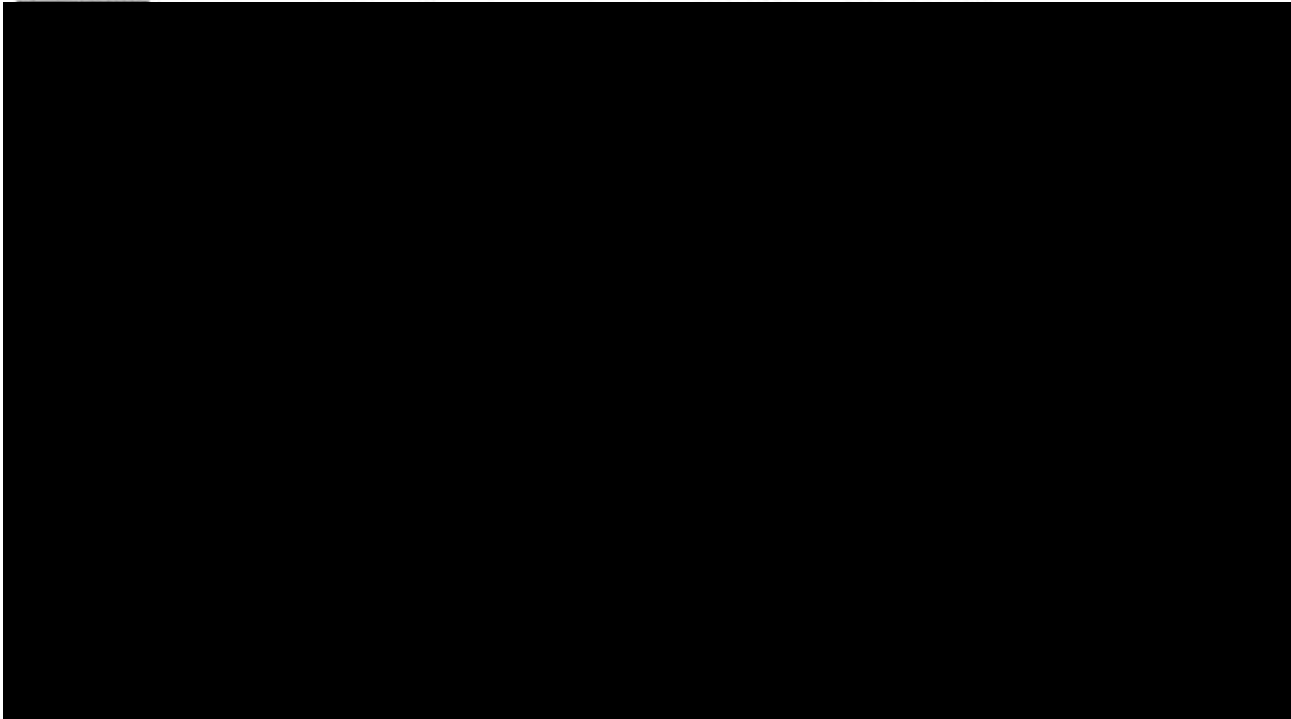
State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**



\_\_\_\_\_  
Institution

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Date Attended From (MM/YYYY)

\_\_\_\_\_  
Date Attended To (MM/YYYY)

\_\_\_\_\_  
Degree Received

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

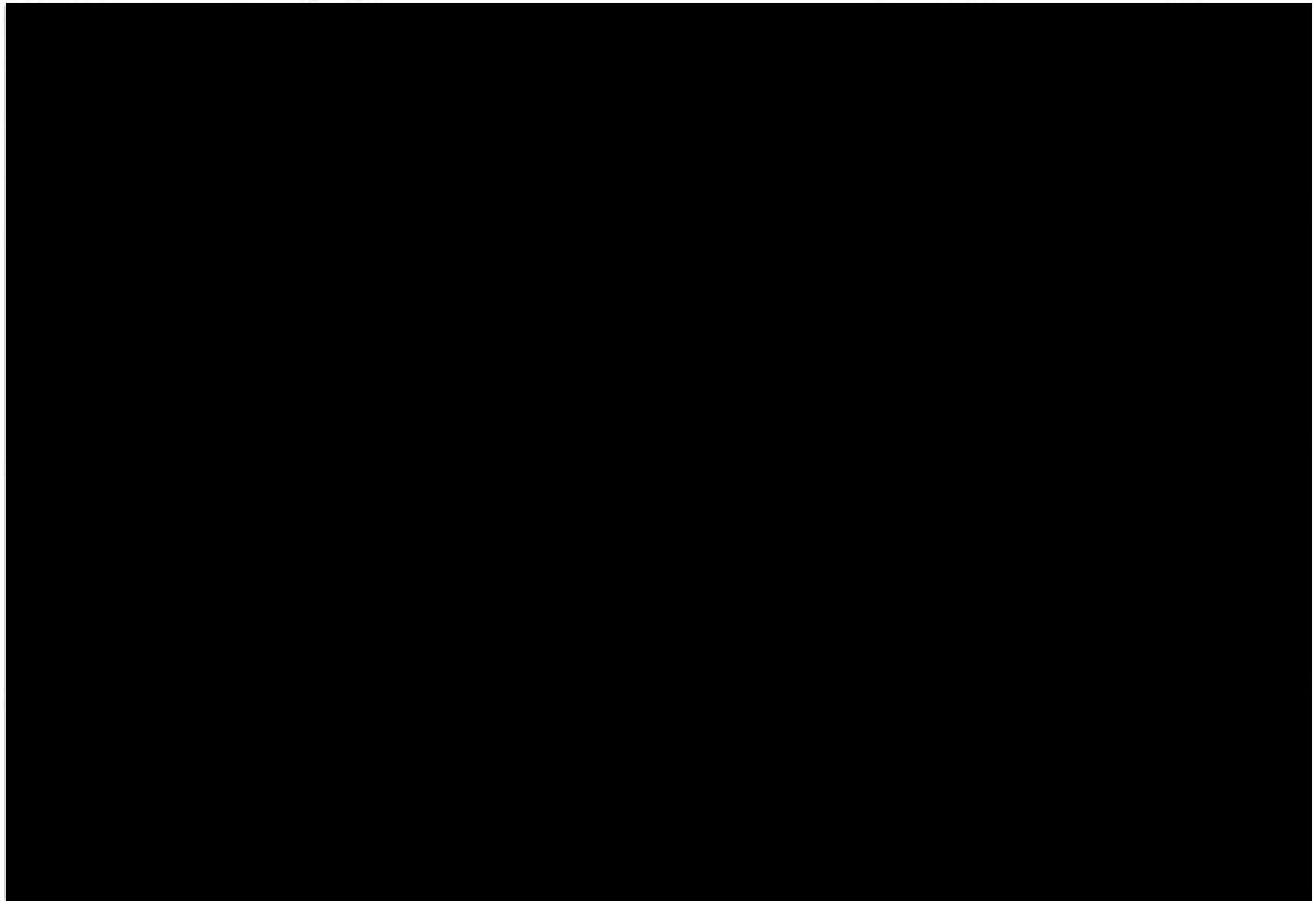
\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Employed From (MM/YYYY)

\_\_\_\_\_  
Date Employed To (MM/YYYY)

**Education**

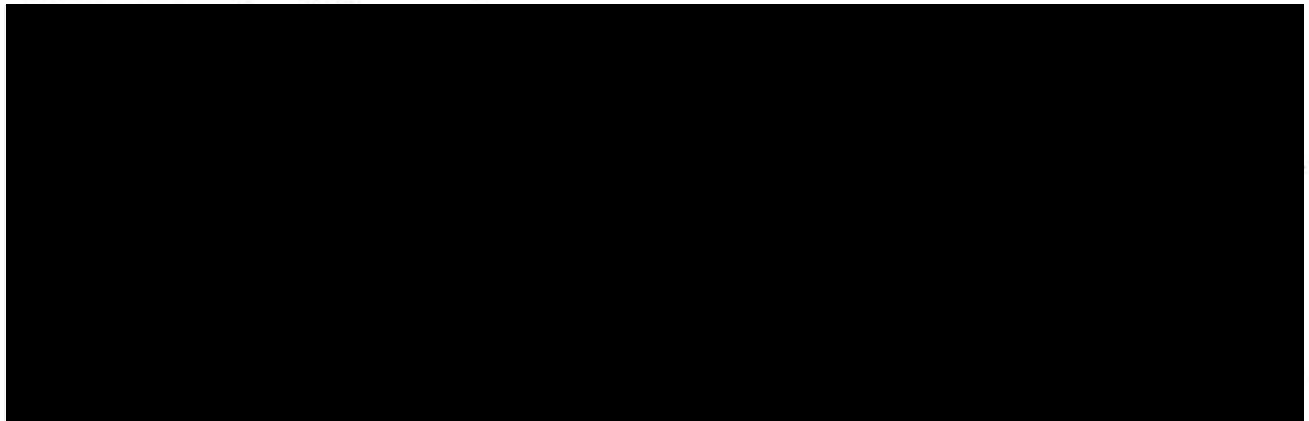
*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

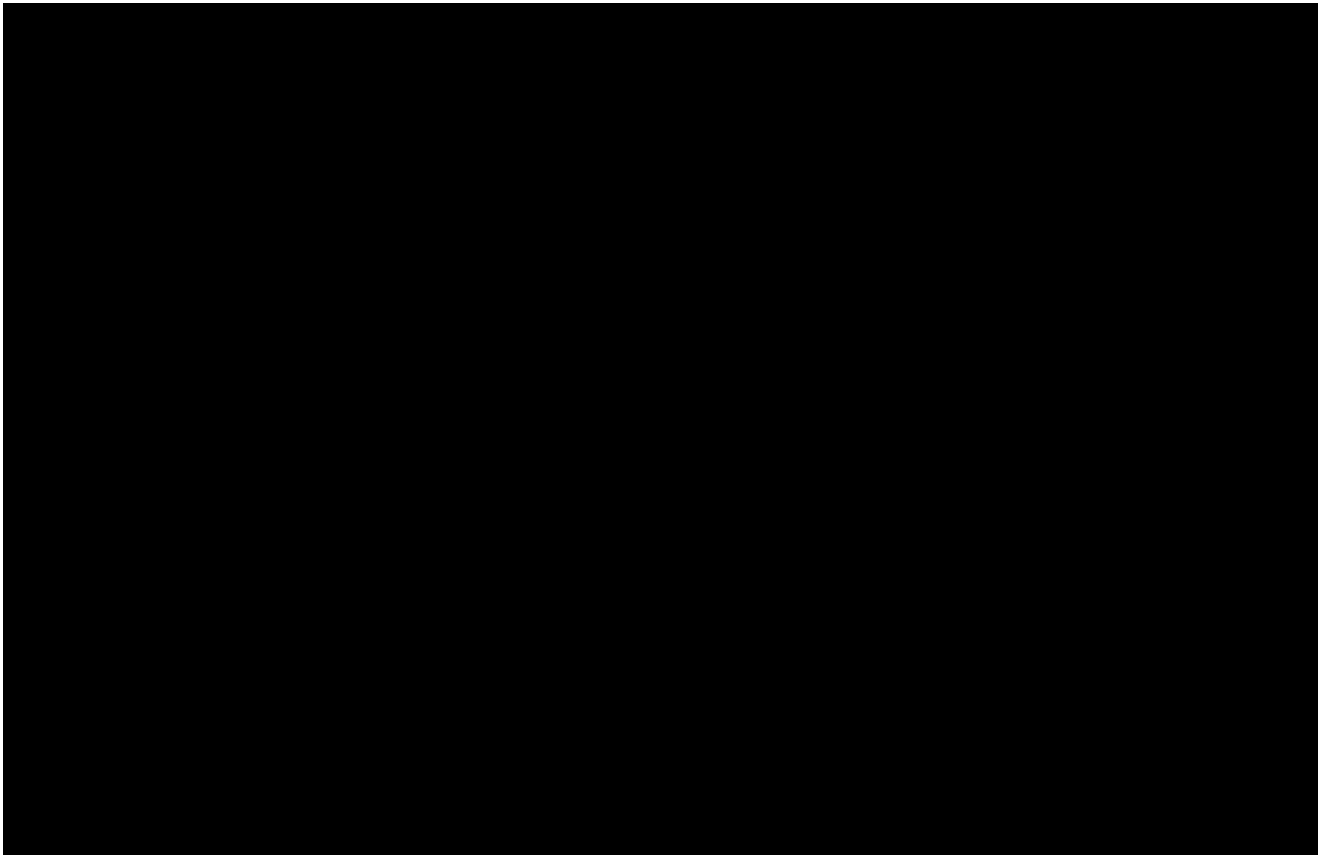


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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





\_\_\_\_\_  
Employer

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Employed From (MM/YYYY)

\_\_\_\_\_  
Date Employed To (MM/YYYY)

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Employed From (MM/YYYY)

\_\_\_\_\_  
Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.21%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

05/2009

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

11/2005

04/2009

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

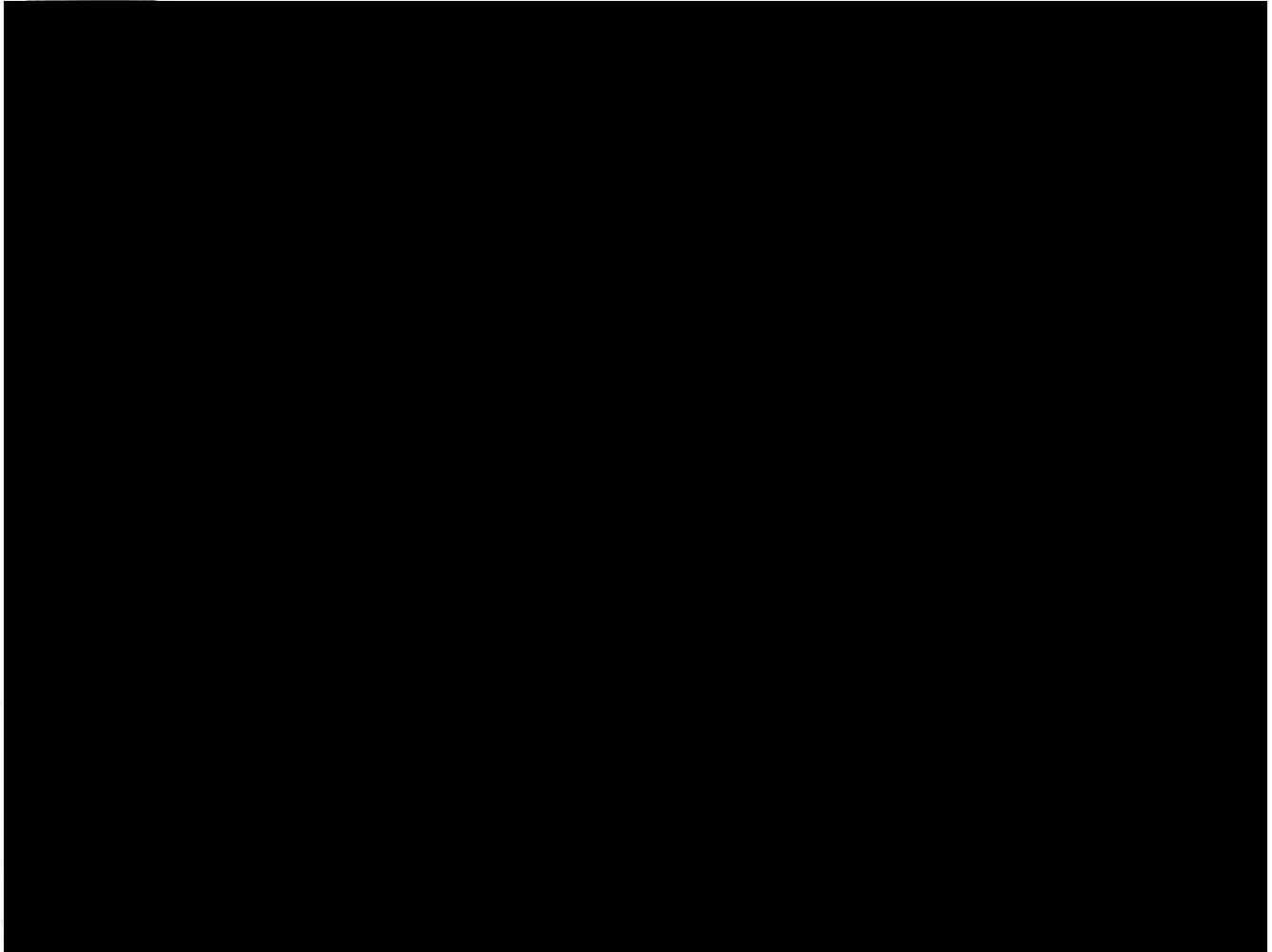
State

Zip

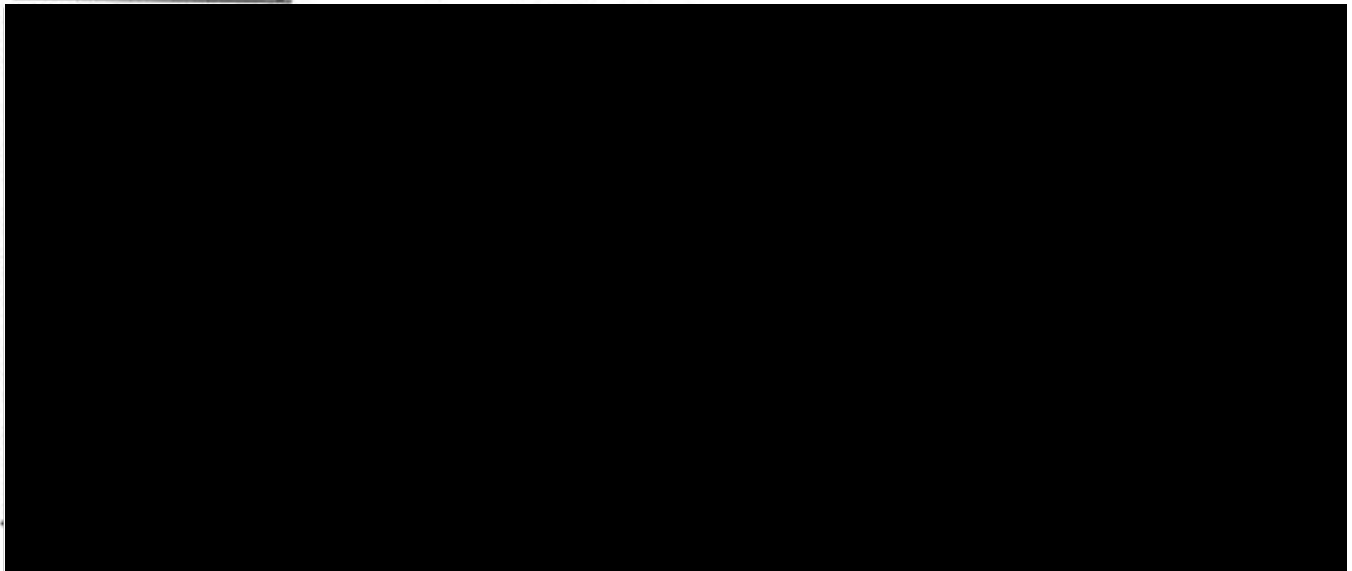
Date Resided From (MM/YYYY)

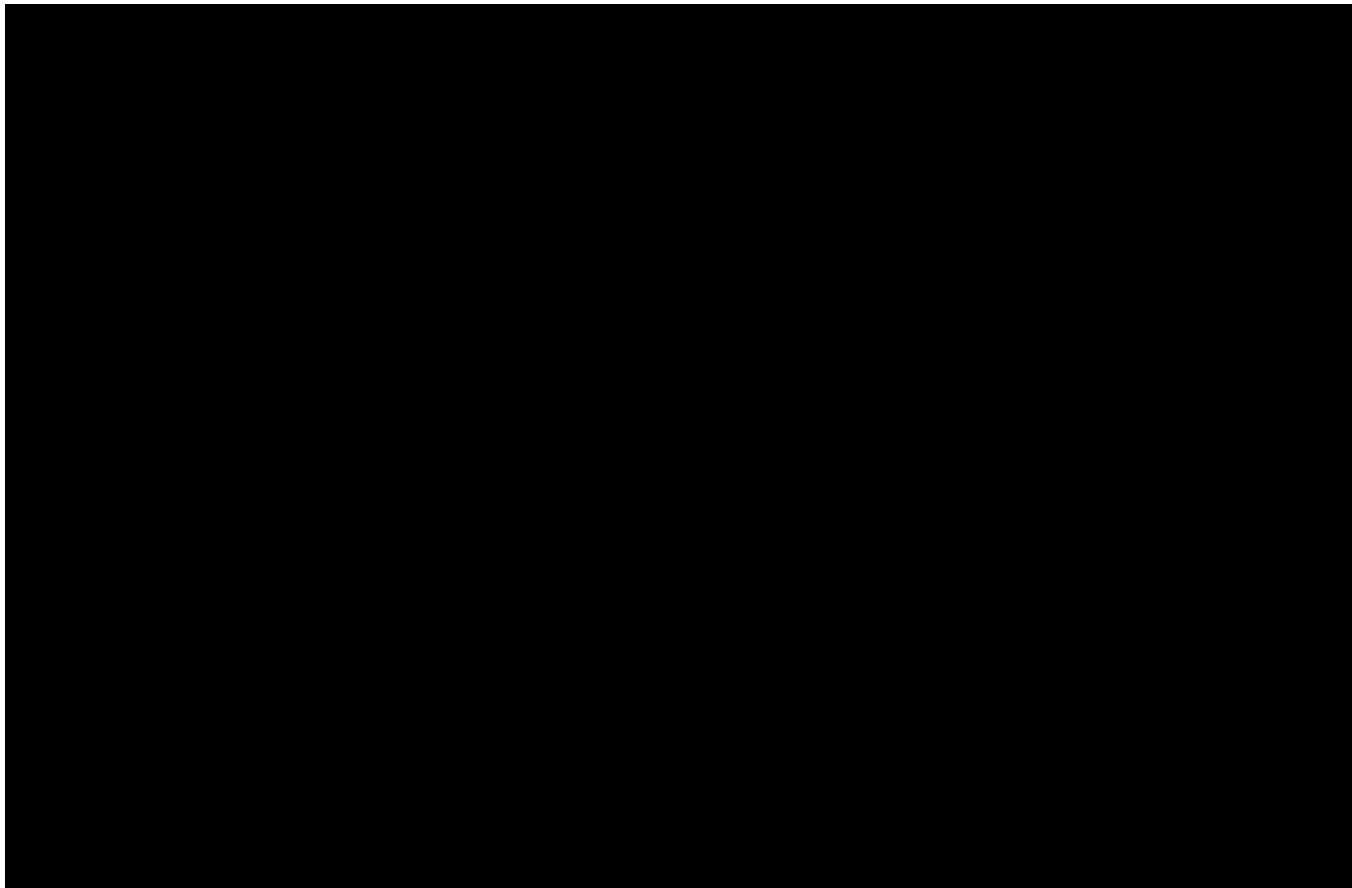
Date Resided To (MM/YYYY)

**Education**



**Employment History**





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Employer

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Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.02%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

01/2007

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

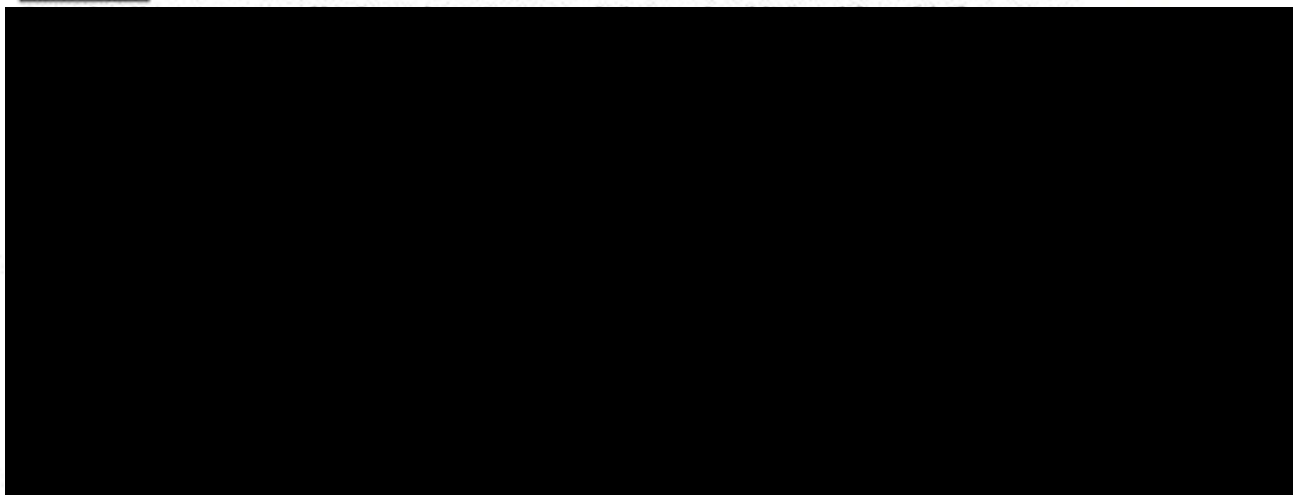
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



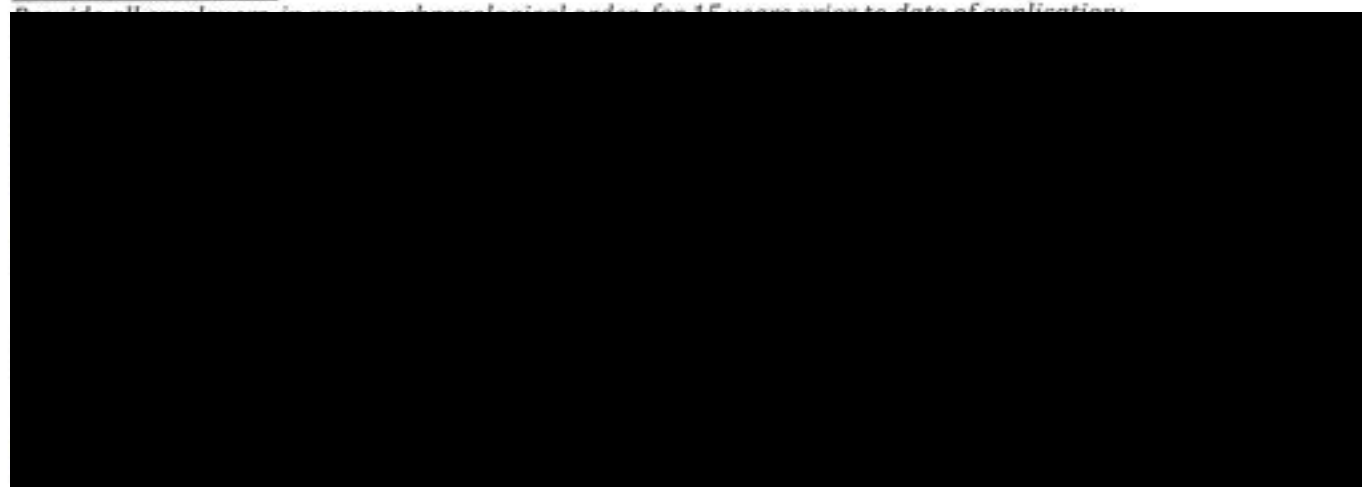
**Education**

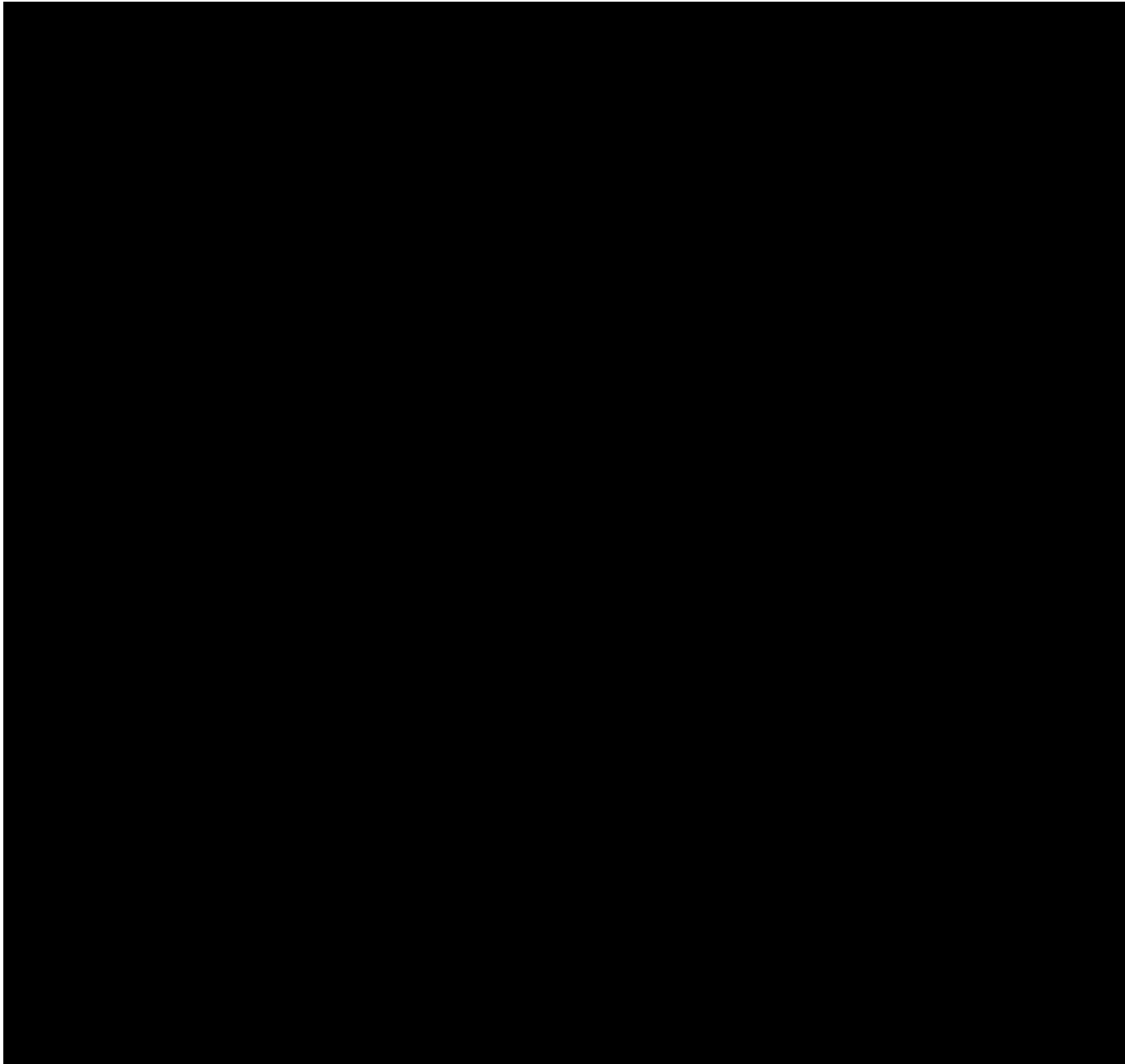


|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**





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|                                       |                                     |                    |
|---------------------------------------|-------------------------------------|--------------------|
| _____<br>Employer                     | _____<br>Contact Person             | _____<br>Telephone |
| _____<br>Business Address             |                                     |                    |
| _____<br>City                         | _____<br>State                      | _____<br>Zip       |
| _____<br>Date Employed From (MM/YYYY) | _____<br>Date Employed To (MM/YYYY) |                    |

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FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

4.29%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

[Redacted]

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AZ

[Redacted]

City

State

Zip

04/2022

12/2022 Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AZ

[Redacted]

City

State

Zip

2016

2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

[Redacted]

Residential Street Address

[Redacted]

AZ

[Redacted]

City

State

Zip

2007

2016

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

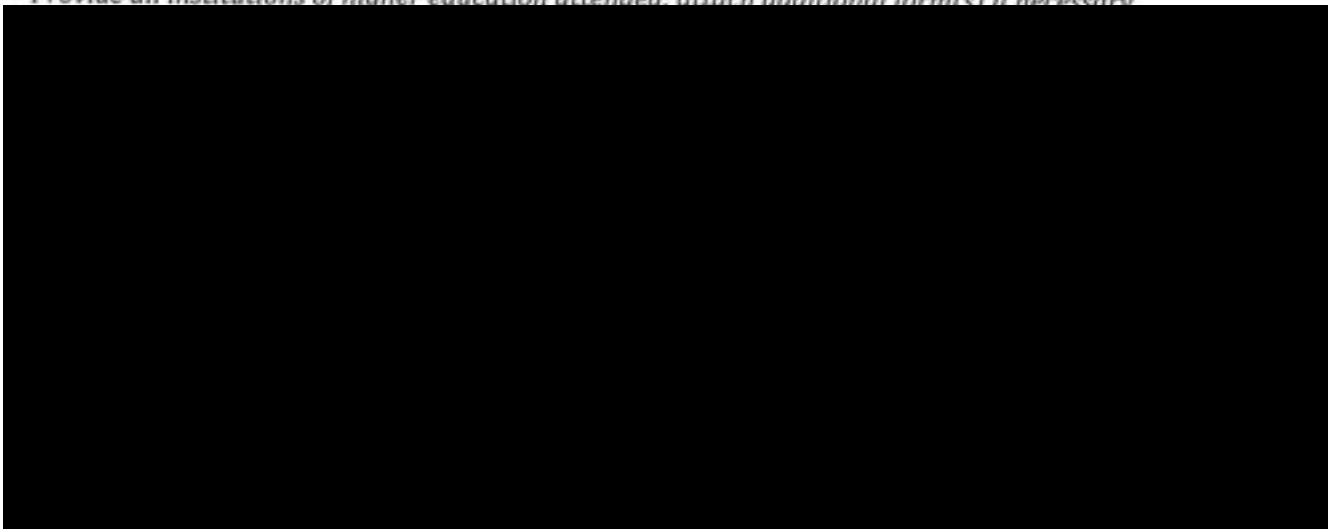
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



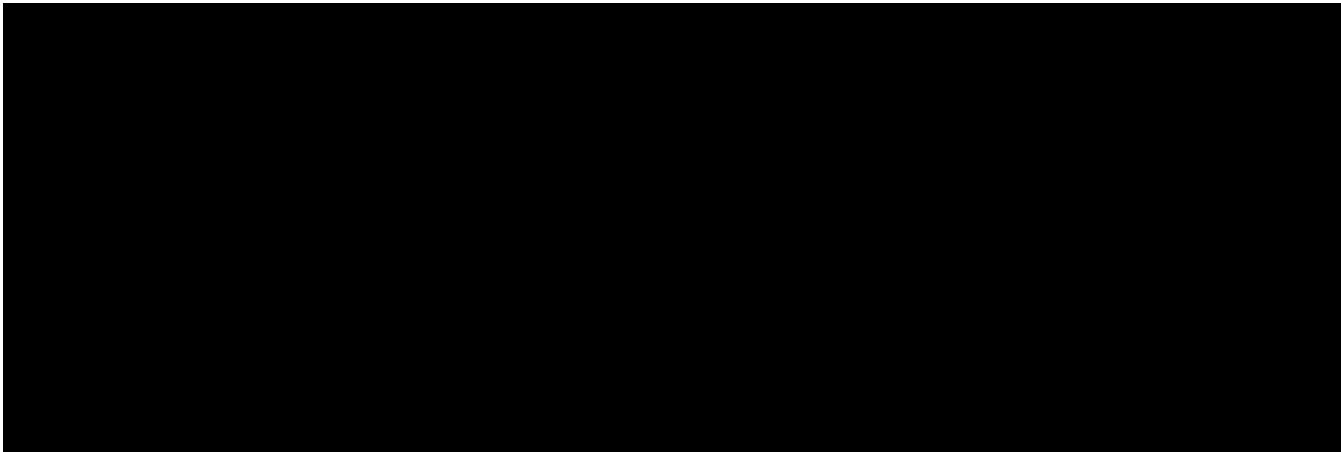
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

2.61%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

09/2001

11/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

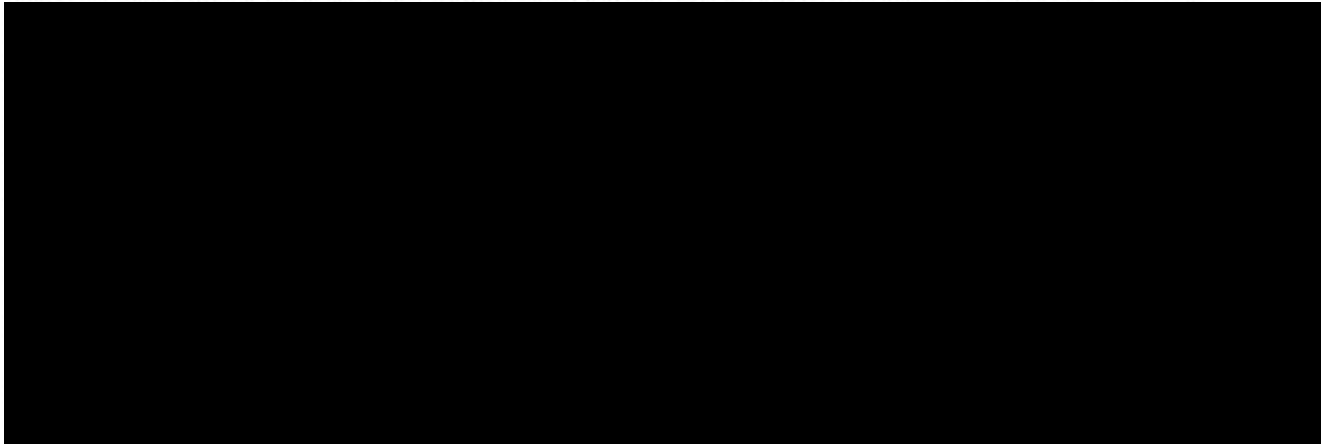
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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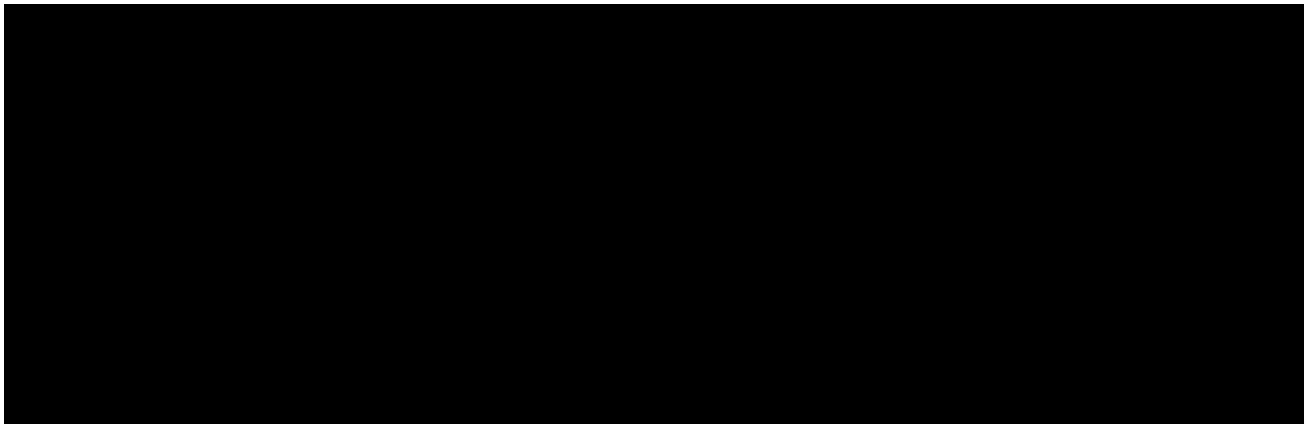
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

0.21 /

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL [Redacted]

City

State Zip

08/1998

12/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

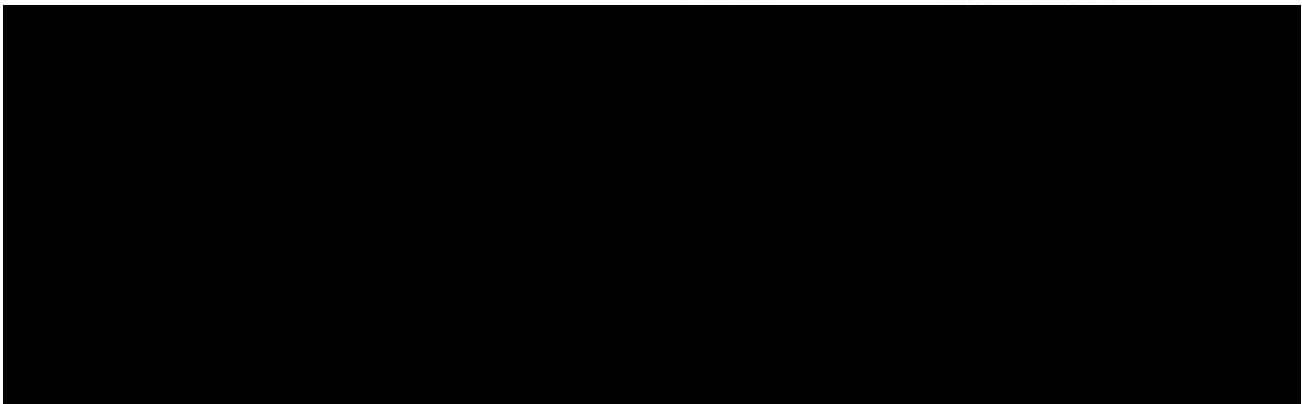
---

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

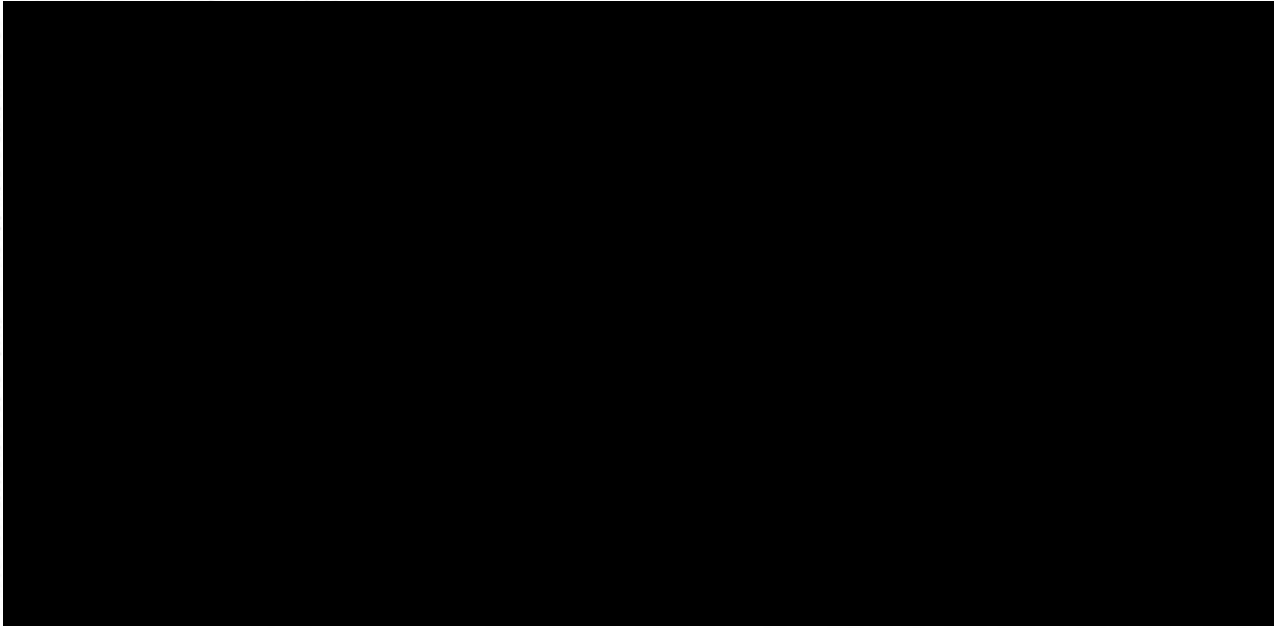
Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

0.21%

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

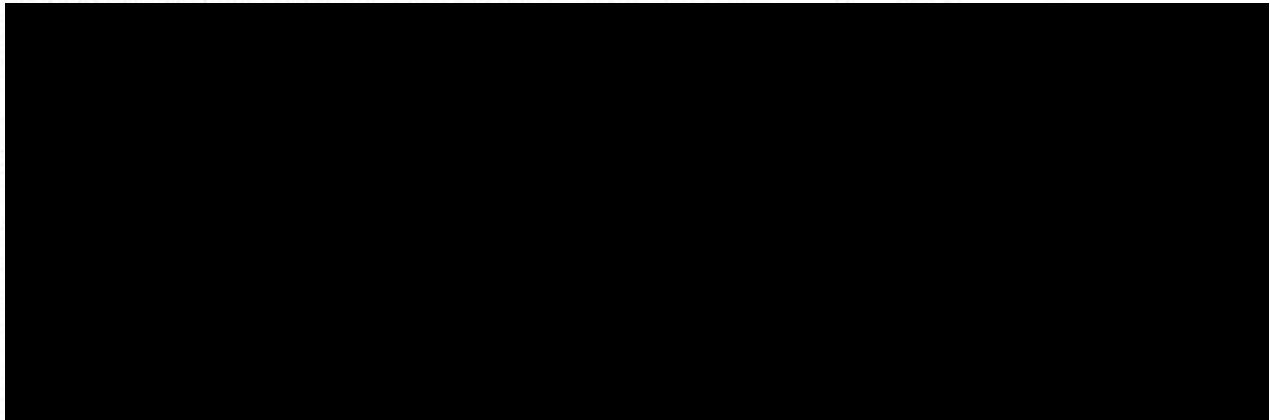
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

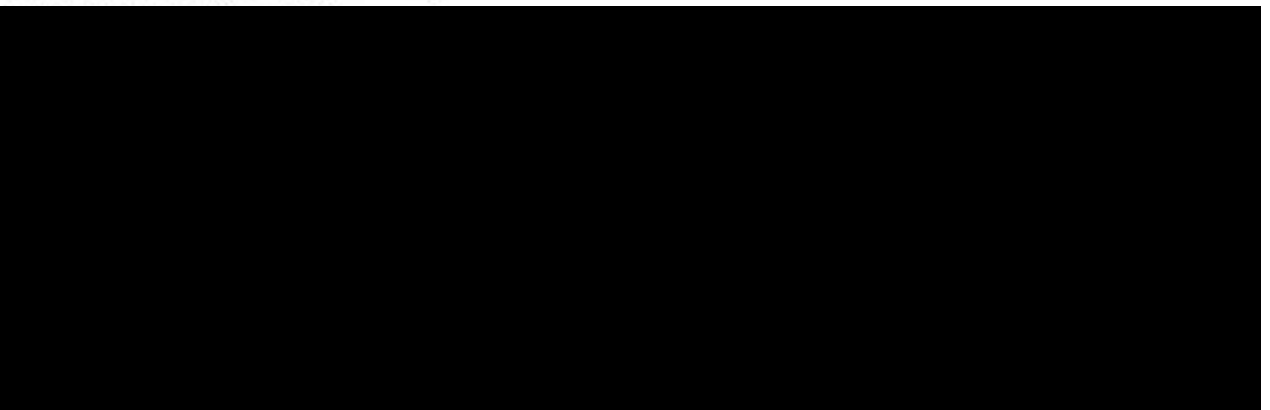
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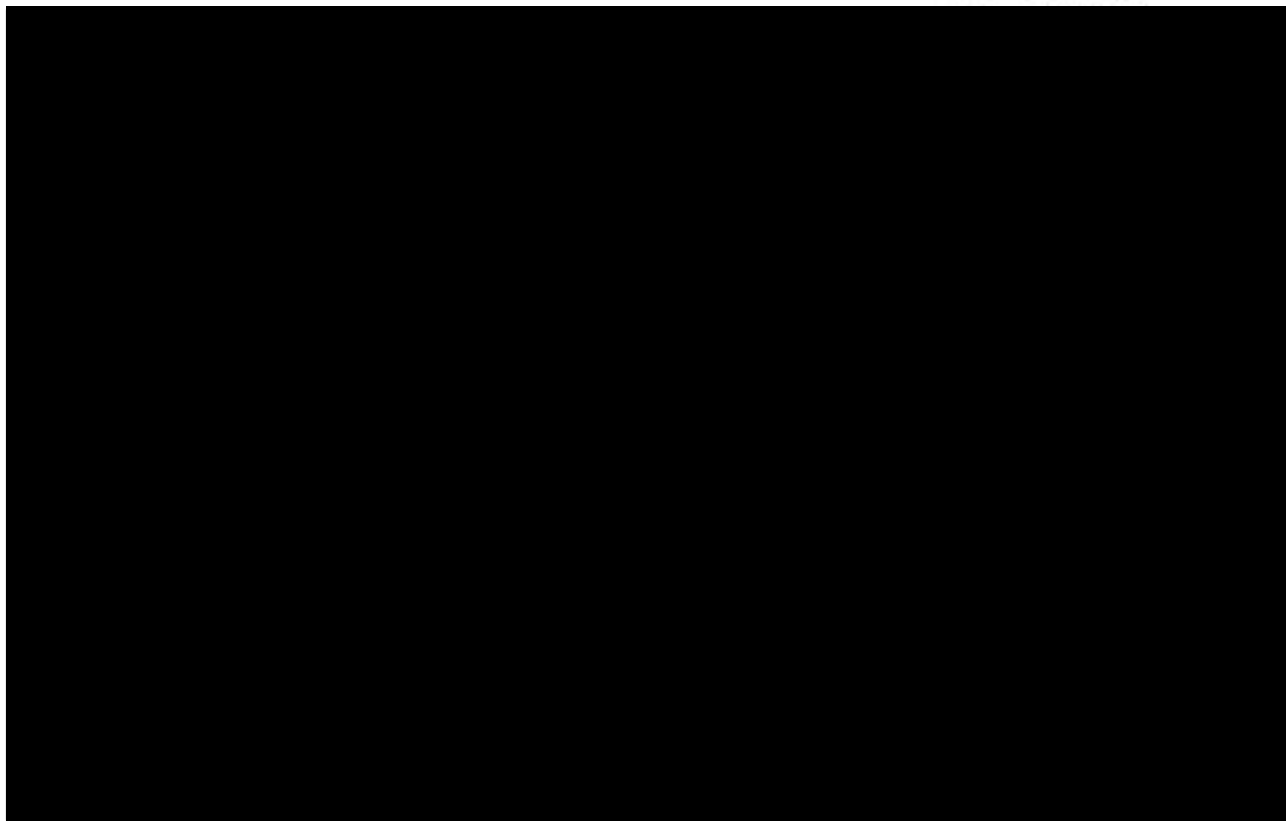
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.21 %

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

[REDACTED]

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

07/1993

12/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

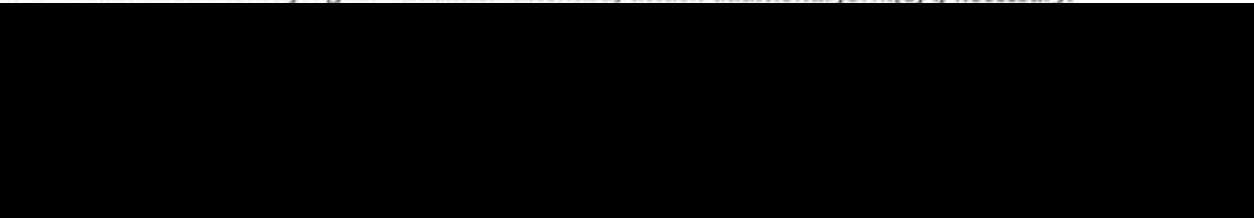
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.21 /

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

01/1957 1957

12/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

None

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

08/2010

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

08/2000

08/2010

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

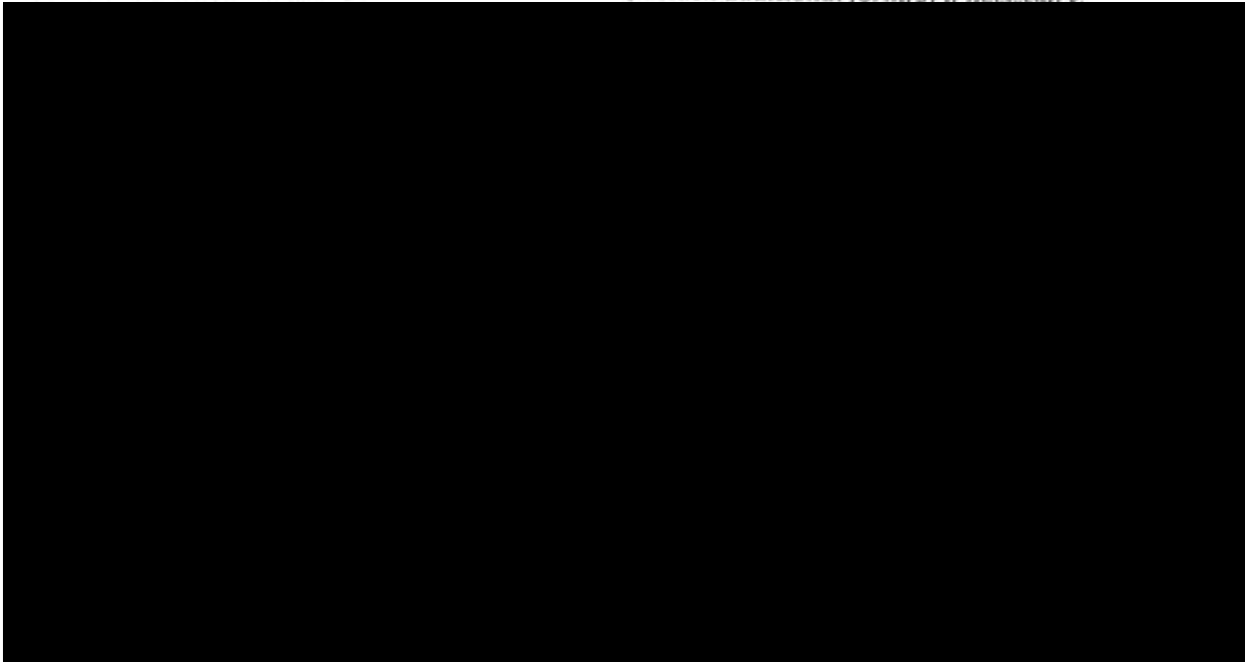
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



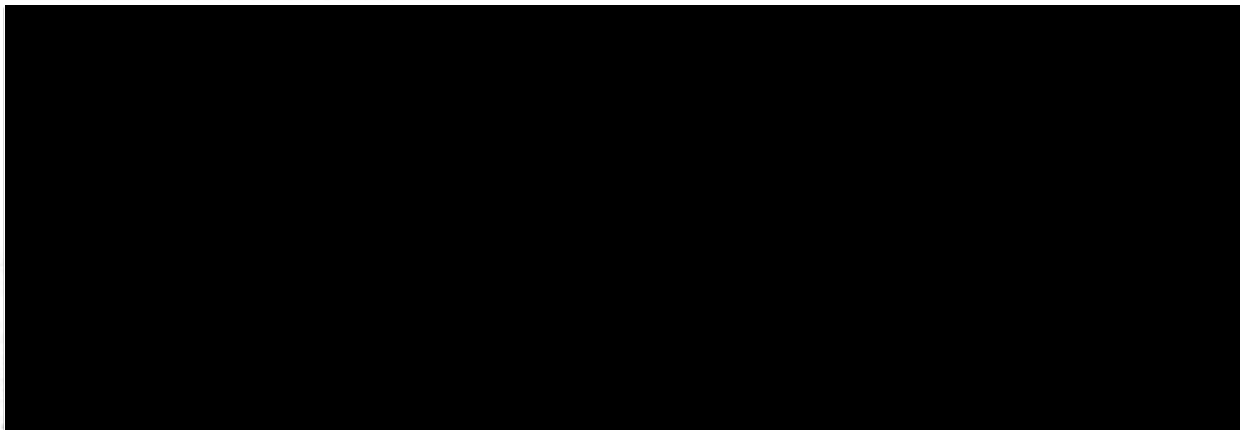
---

| Institution                  | City                       | State           |
|------------------------------|----------------------------|-----------------|
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

Business License Applicant Name

License Type

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; necessary.*

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

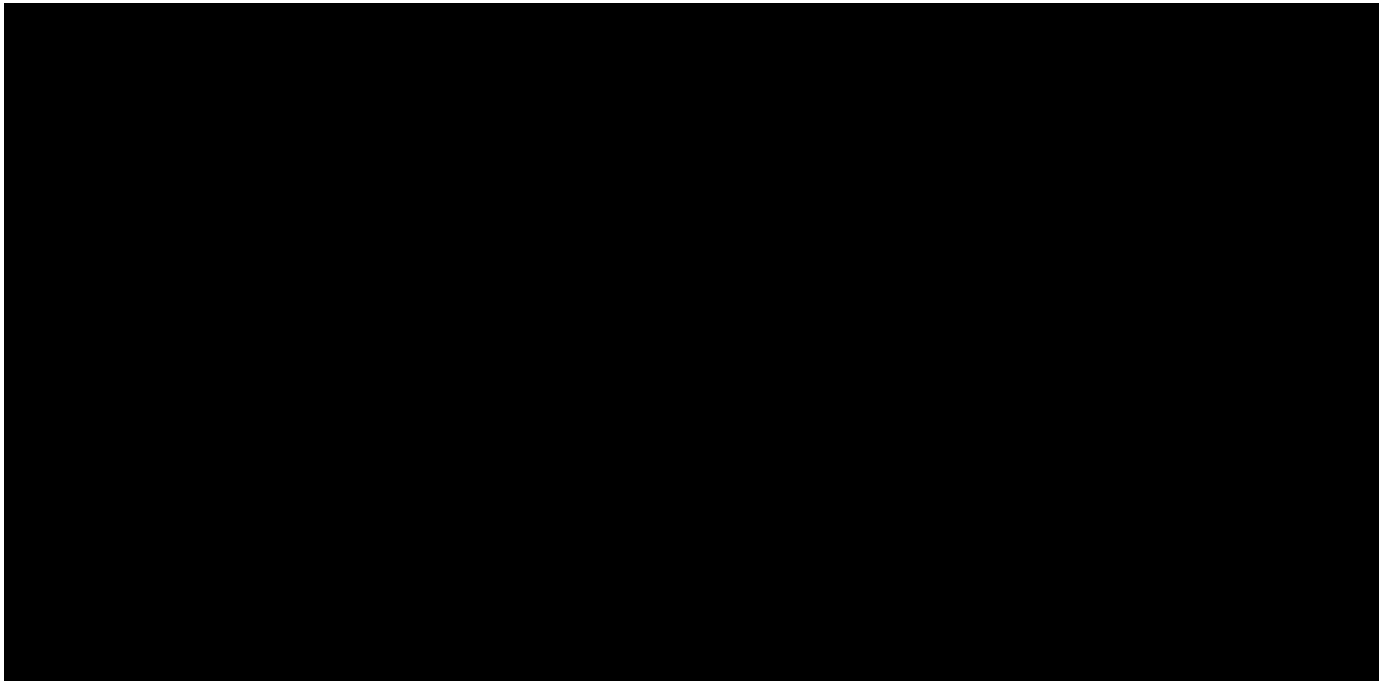
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



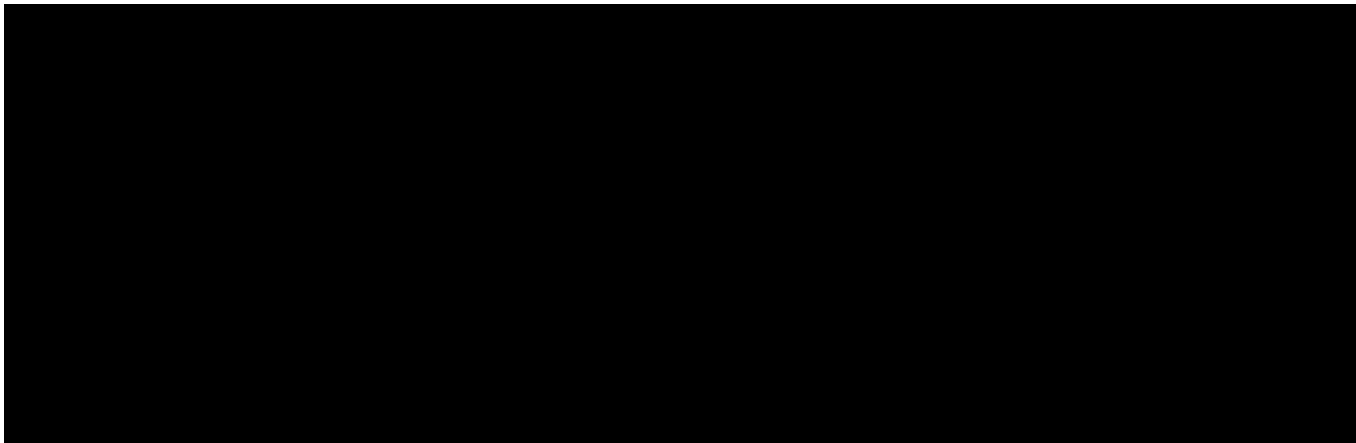
---

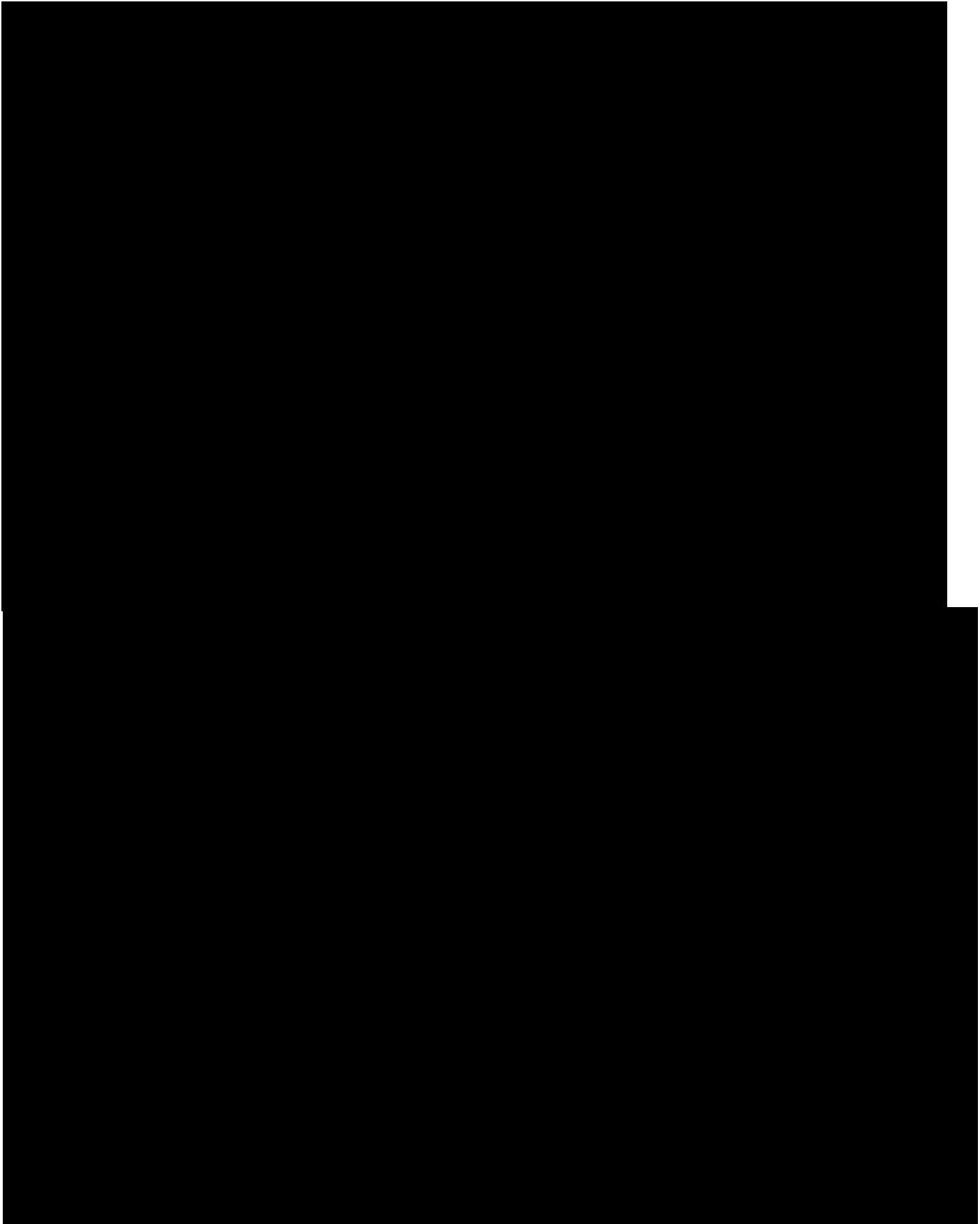
| Institution                  | City                       | State           |
|------------------------------|----------------------------|-----------------|
|                              |                            |                 |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*







Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

LLC. 0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

12/17/2011

11/22/22

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

5/1/07

12/17/11

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

8/1/03

5/1/07

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



---

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

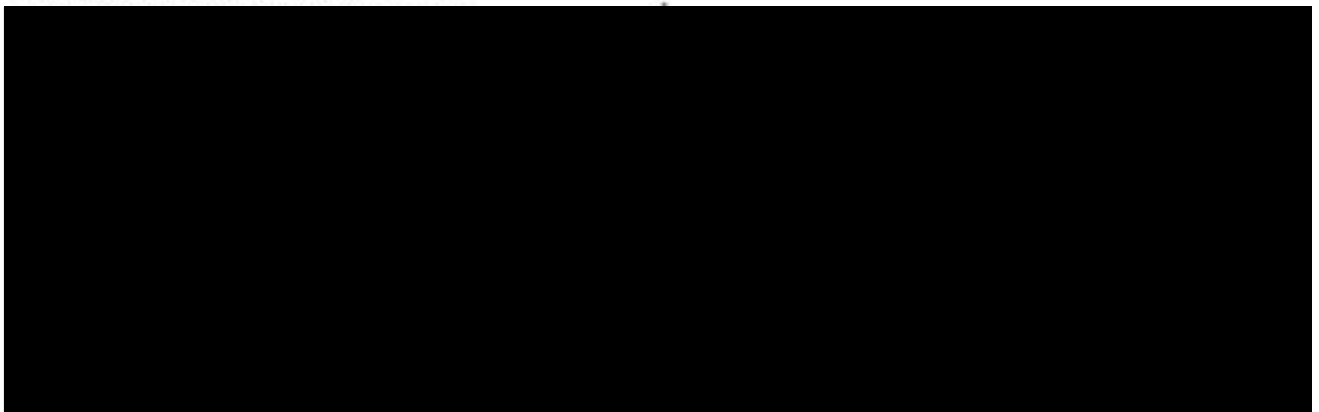
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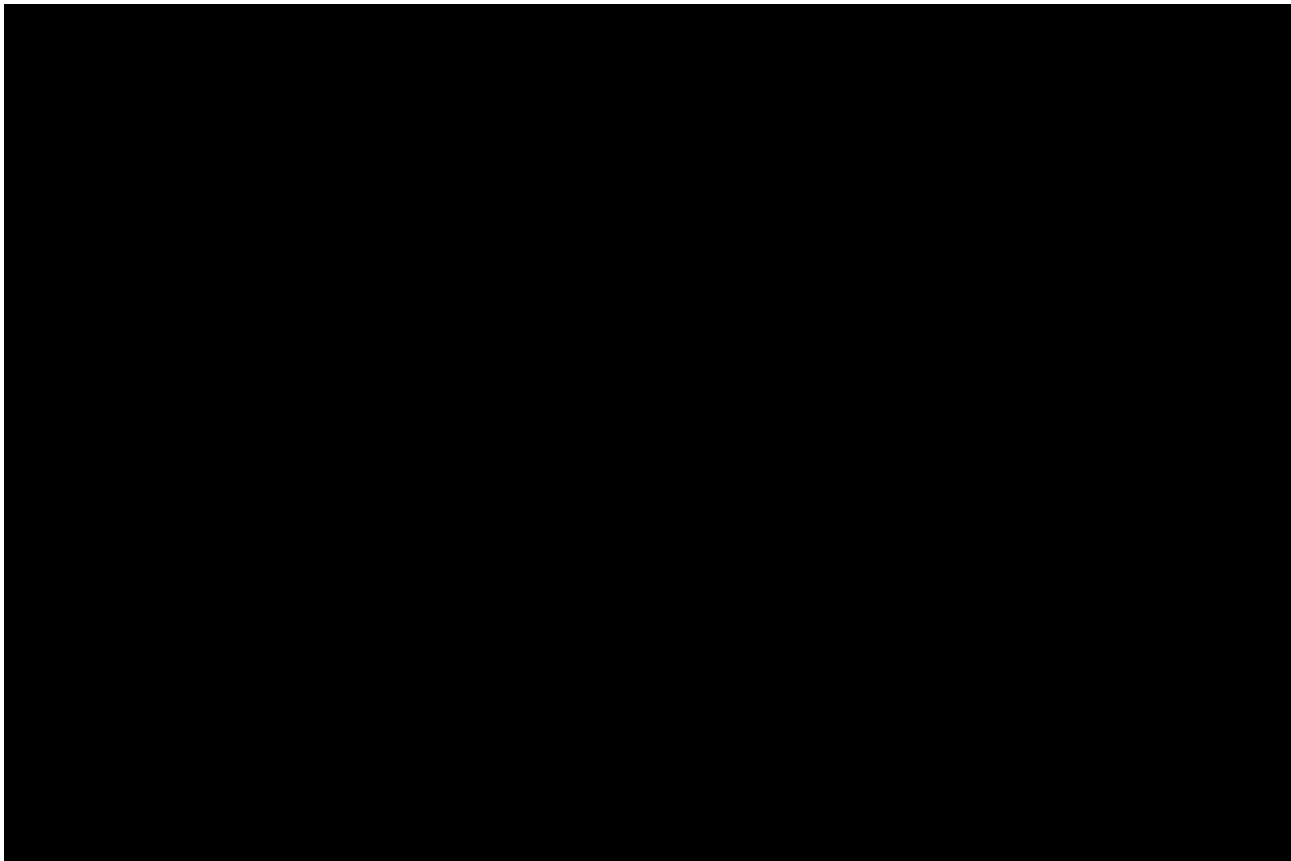
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.06%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

11/2003

present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

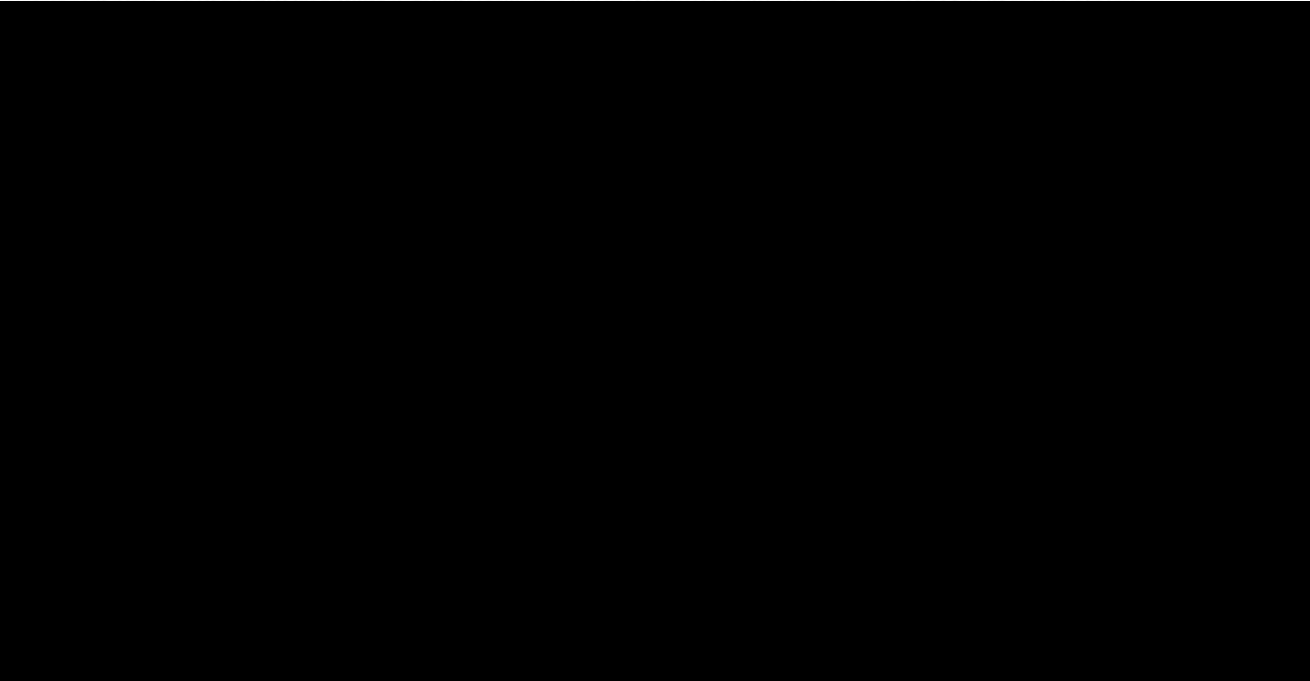
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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Institution

---

City

---

State

---

Date Attended From (MM/YYYY)

---

Date Attended To (MM/YYYY)

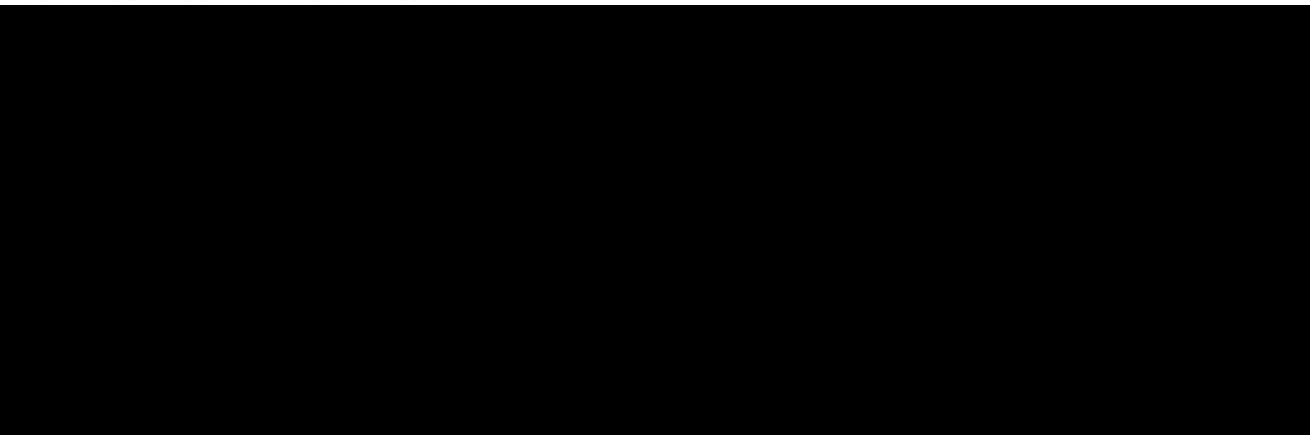
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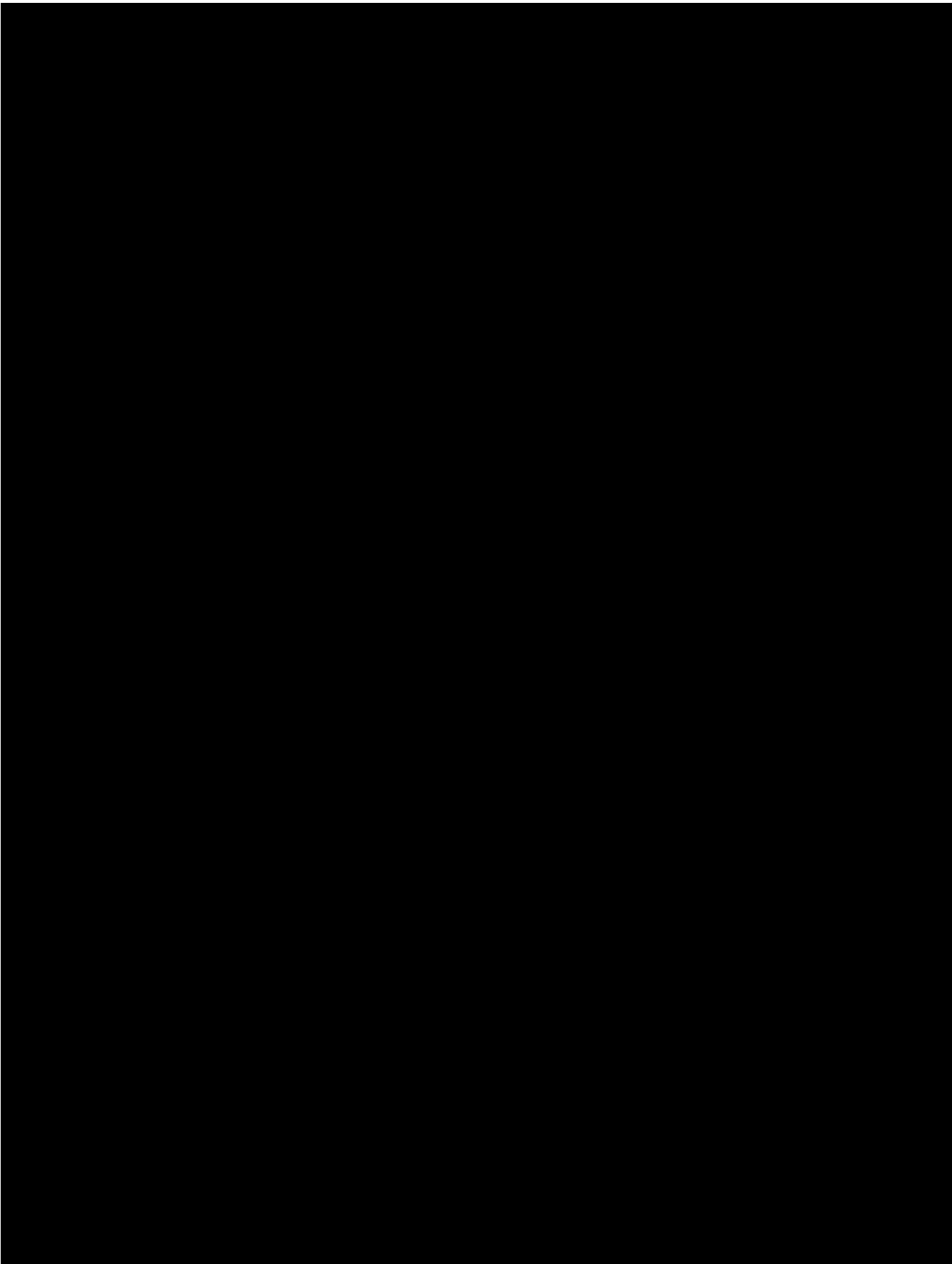
Degree Received

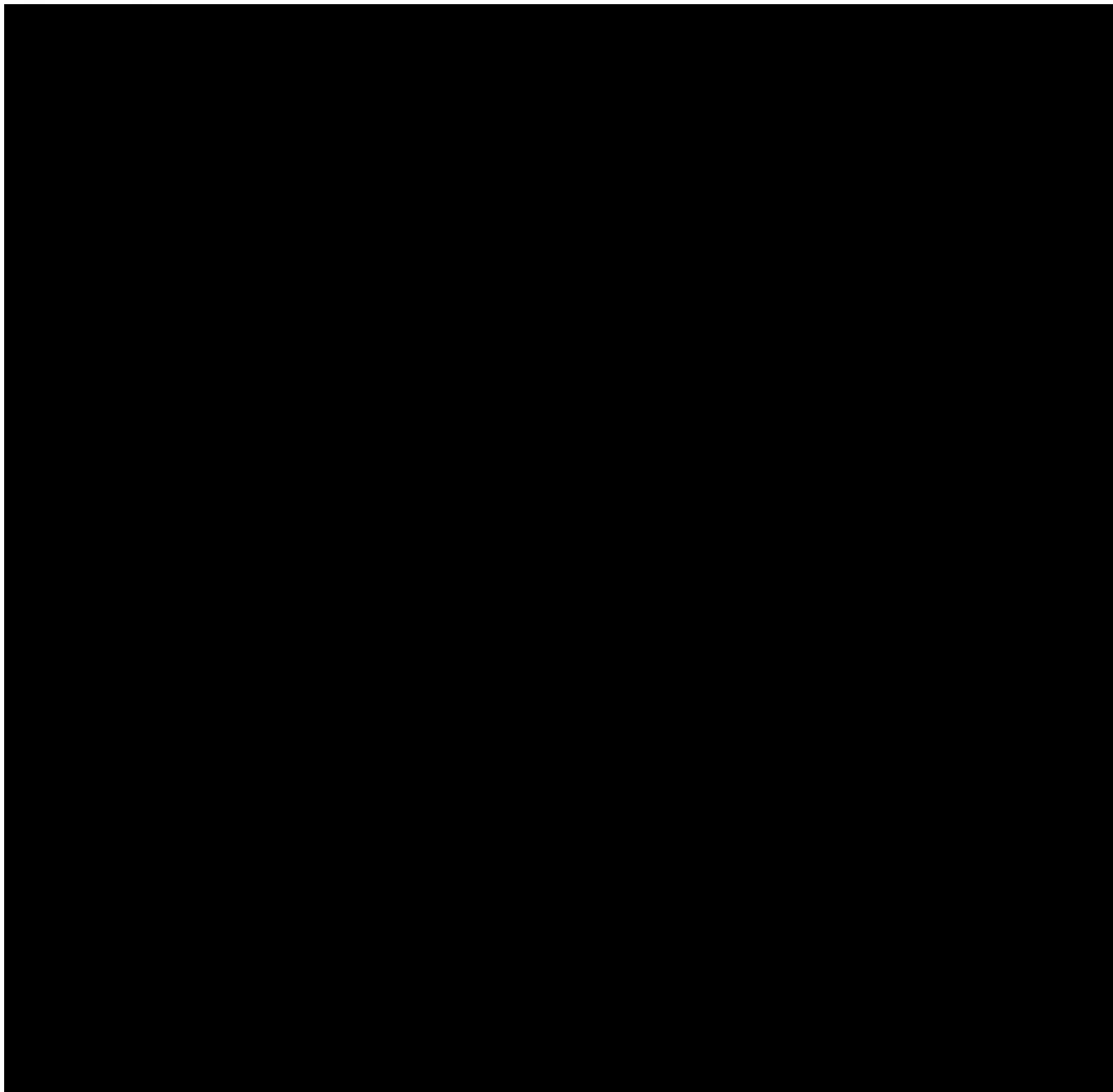
---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*







---

Employer

---

Contact Person

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

1.03%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

05/28/2010

present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

11/30/2000

05/28/2010

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

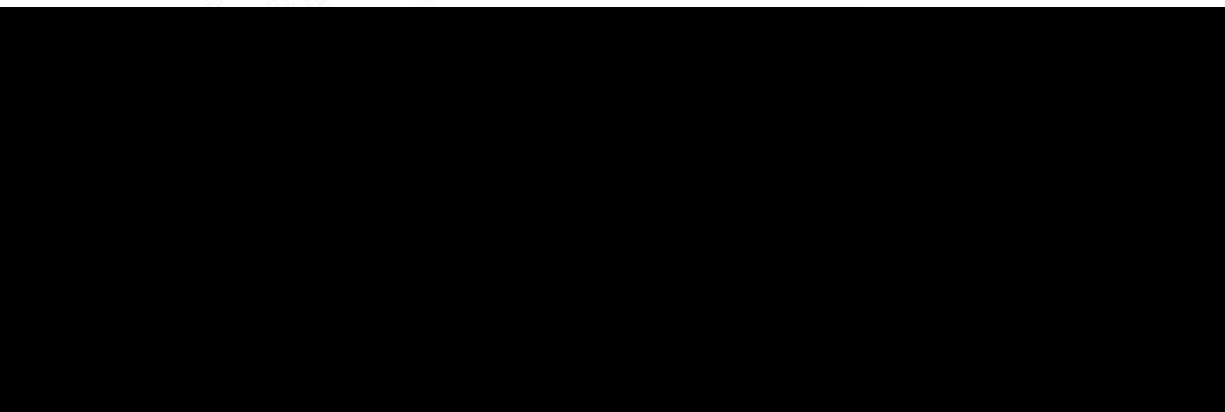
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

---

Employer \_\_\_\_\_ Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

---

Business Address \_\_\_\_\_

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

---

Date Employed From (MM/YYYY) \_\_\_\_\_ Date Employed To (MM/YYYY) \_\_\_\_\_

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.03%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

+ Moore LLC

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

07/15/21

11-28-22

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

4/15/99

7/1/21

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always, LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.72%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

04/2021

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

05/2018

03/2021

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

02/2016

04/2018

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

02/2010

01/2016

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

City

08/2004

Date Resided From (MM/YYYY)

FL

State

[Redacted]

Zip

01/2010

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

City

11/02012

Date Resided From (MM/YYYY)

CO

State

[Redacted]

Zip

Current

Date Resided To (MM/YYYY) \* second home

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

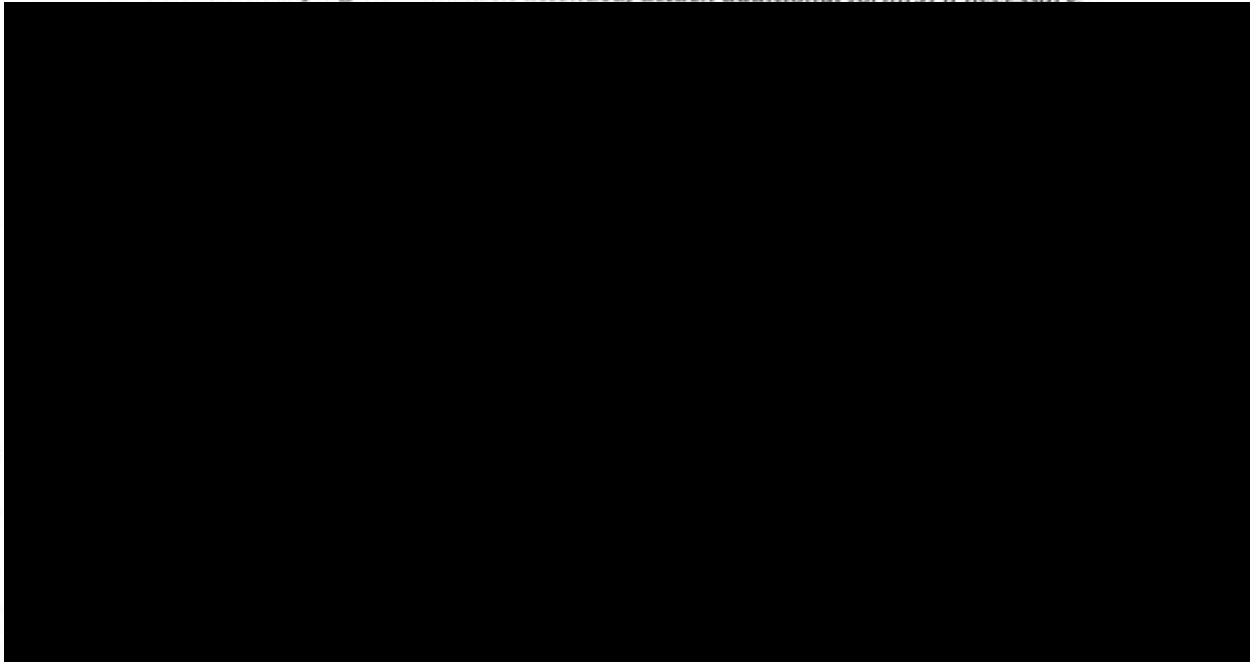
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



---

Institution

---

City

---

State

---

Date Attended From (MM/YYYY)

---

Date Attended To (MM/YYYY)

---

Degree Received

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





---

|                              |                            |           |
|------------------------------|----------------------------|-----------|
| Employer                     | Contact Person             | Telephone |
| Business Address             |                            |           |
| City                         | State                      | Zip       |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |           |

---

---

|                              |                            |           |
|------------------------------|----------------------------|-----------|
| Employer                     | Contact Person             | Telephone |
| Business Address             |                            |           |
| City                         | State                      | Zip       |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |           |

---

---

|                              |                            |           |
|------------------------------|----------------------------|-----------|
| Employer                     | Contact Person             | Telephone |
| Business Address             |                            |           |
| City                         | State                      | Zip       |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |           |

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FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

4.25%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

03/1979

present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

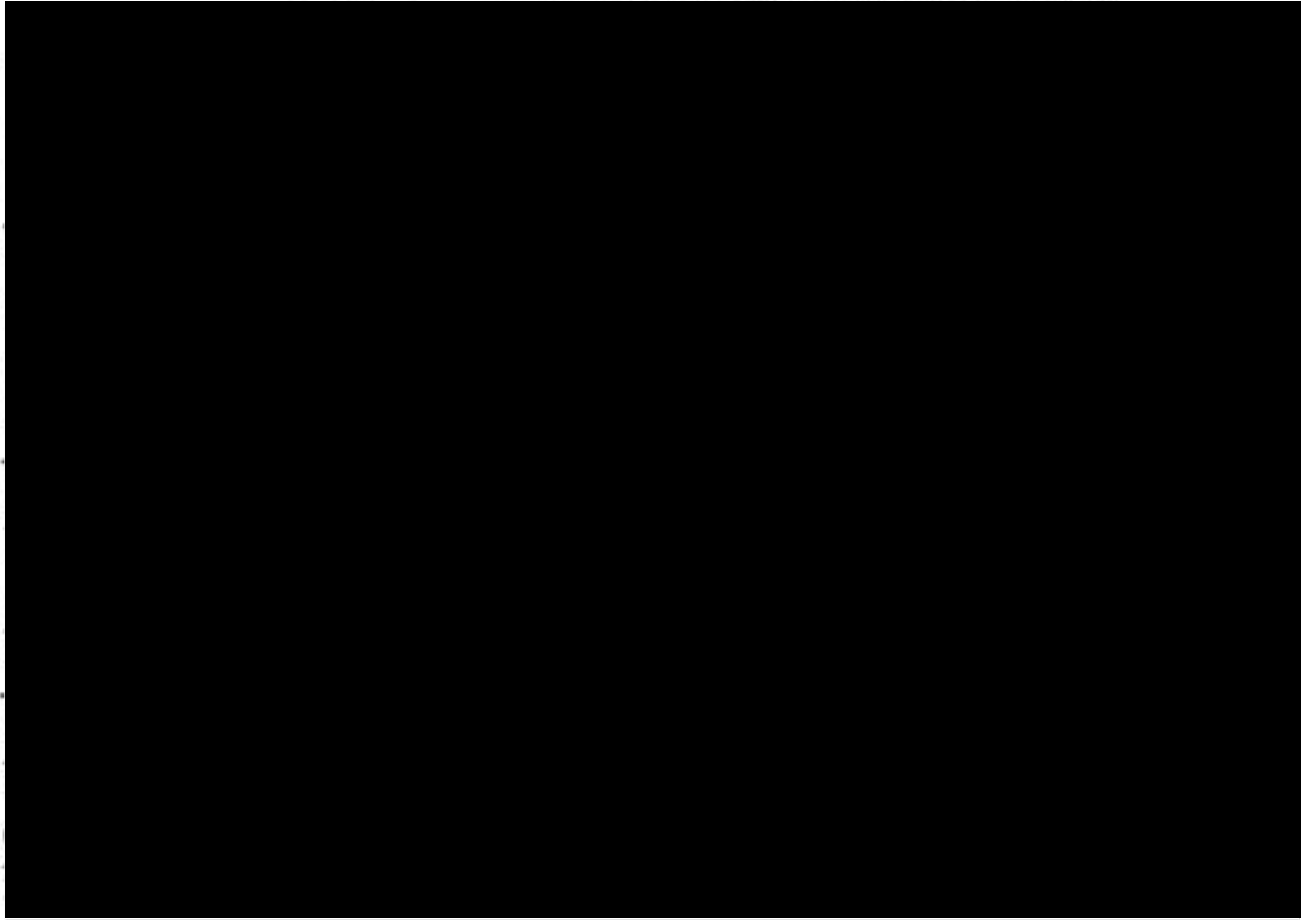
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

A large black rectangular redaction box covering the entire content area of the Education section.

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

A large black rectangular redaction box covering the entire content area of the Employment History section.

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Employer

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Contact Person

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Telephone

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Business Address

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City

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State

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Zip

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Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

---

Employer

---

---

Contact Person

---

---

Telephone

---

Business Address

---

City

---

State

---

Zip

---

Date Employed From (MM/YYYY)

---

Date Employed To (MM/YYYY)

---

---

Employer

---

---

Contact Person

---

---

Telephone

---

Business Address

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City

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State

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Zip

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Date Employed From (MM/YYYY)

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Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.72%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

JUNE / 2006

CURRENT

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

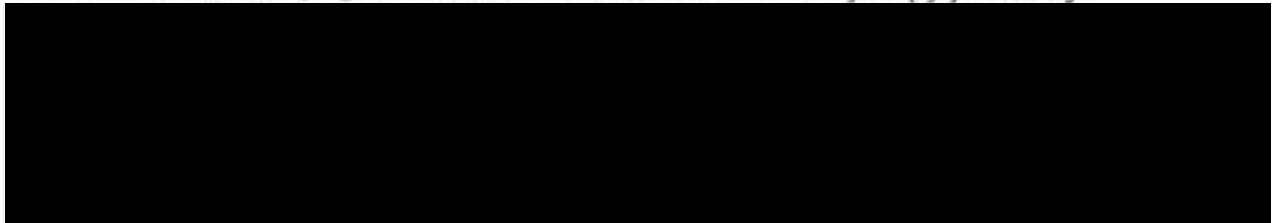
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



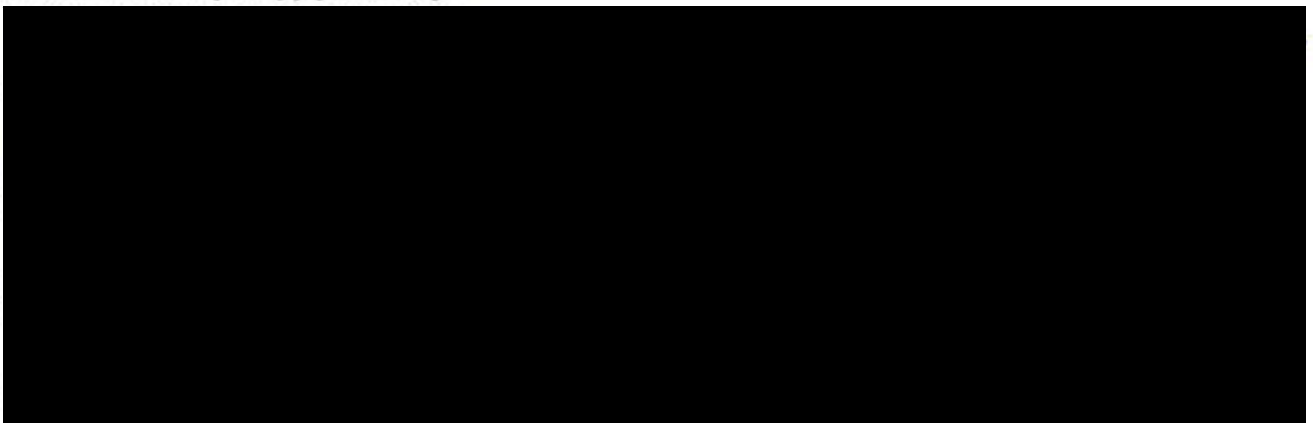
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

0.43%

Individual Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

FL

State

[Redacted]

Zip

City

02-2018

Date Resided From (MM/YYYY)

Present 11-2022

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

State

[Redacted]

Zip

City

08-2013

Date Resided From (MM/YYYY)

02-2018

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

State

[Redacted]

Zip

City

07-2012

Date Resided From (MM/YYYY)

08-2013

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

State

[Redacted]

Zip

City

05-2003

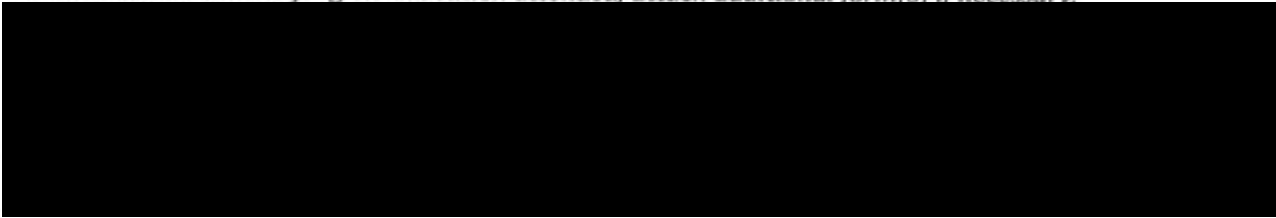
Date Resided From (MM/YYYY)

07-2012

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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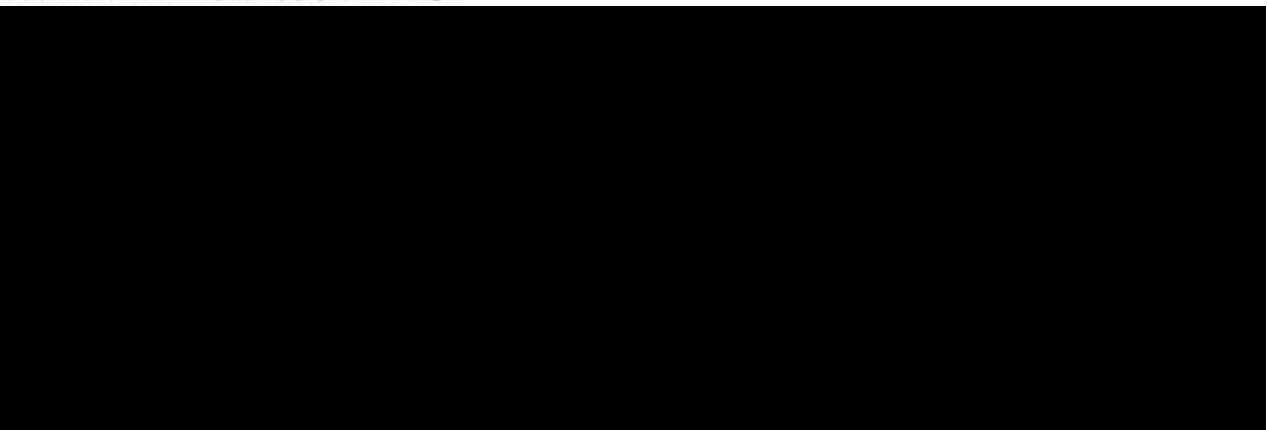
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

Alabama

[REDACTED]

City

State

Zip

03/2018

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

07/2016

03/2018

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

01/2014

07/2016

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

01/2013

01/2014

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



[REDACTED]  
Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

03/2011

12/2012

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

01/2009

03/2011

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|             |      |       |
|-------------|------|-------|
| Institution | City | State |
|-------------|------|-------|

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
|------------------------------|----------------------------|-----------------|

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|             |      |       |
|-------------|------|-------|
| Institution | City | State |
|-------------|------|-------|

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
|------------------------------|----------------------------|-----------------|

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|             |      |       |
|-------------|------|-------|
| Institution | City | State |
|-------------|------|-------|

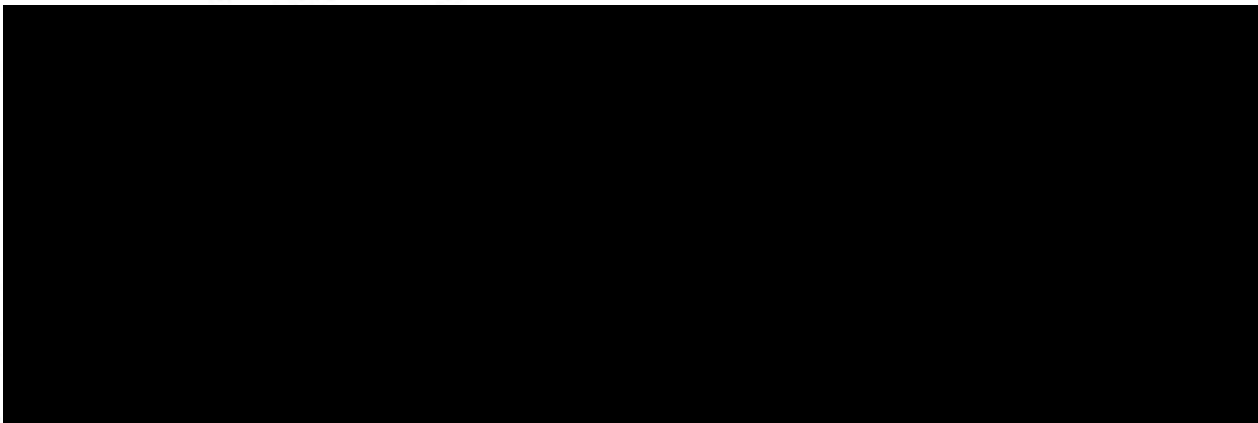
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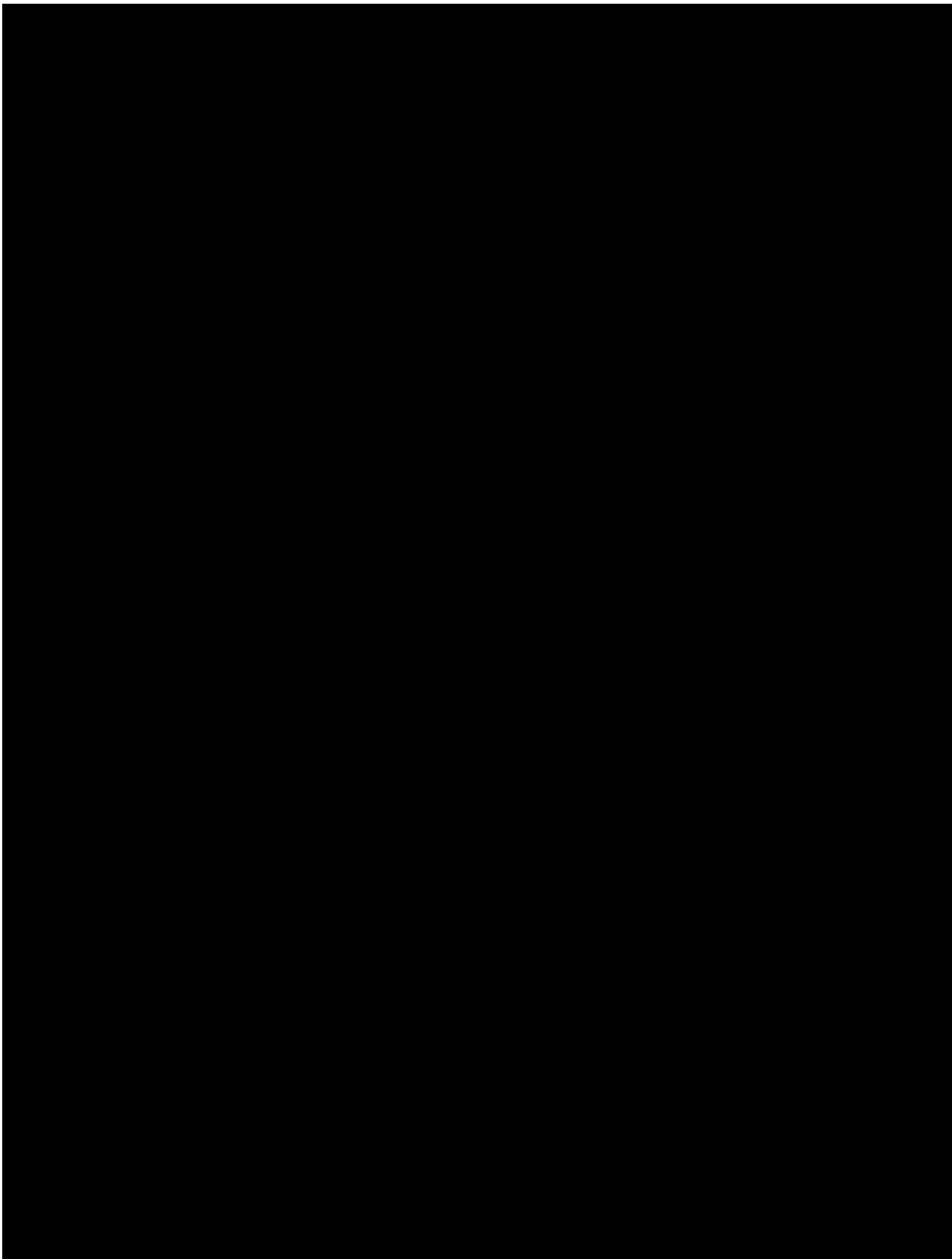
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
|------------------------------|----------------------------|-----------------|

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.85%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

10/2006

PRESENT 11/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

SEE ATTACHED PROPERTY TAX DATA

Residential Street Address

City

N/A

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

N/A

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

N/A

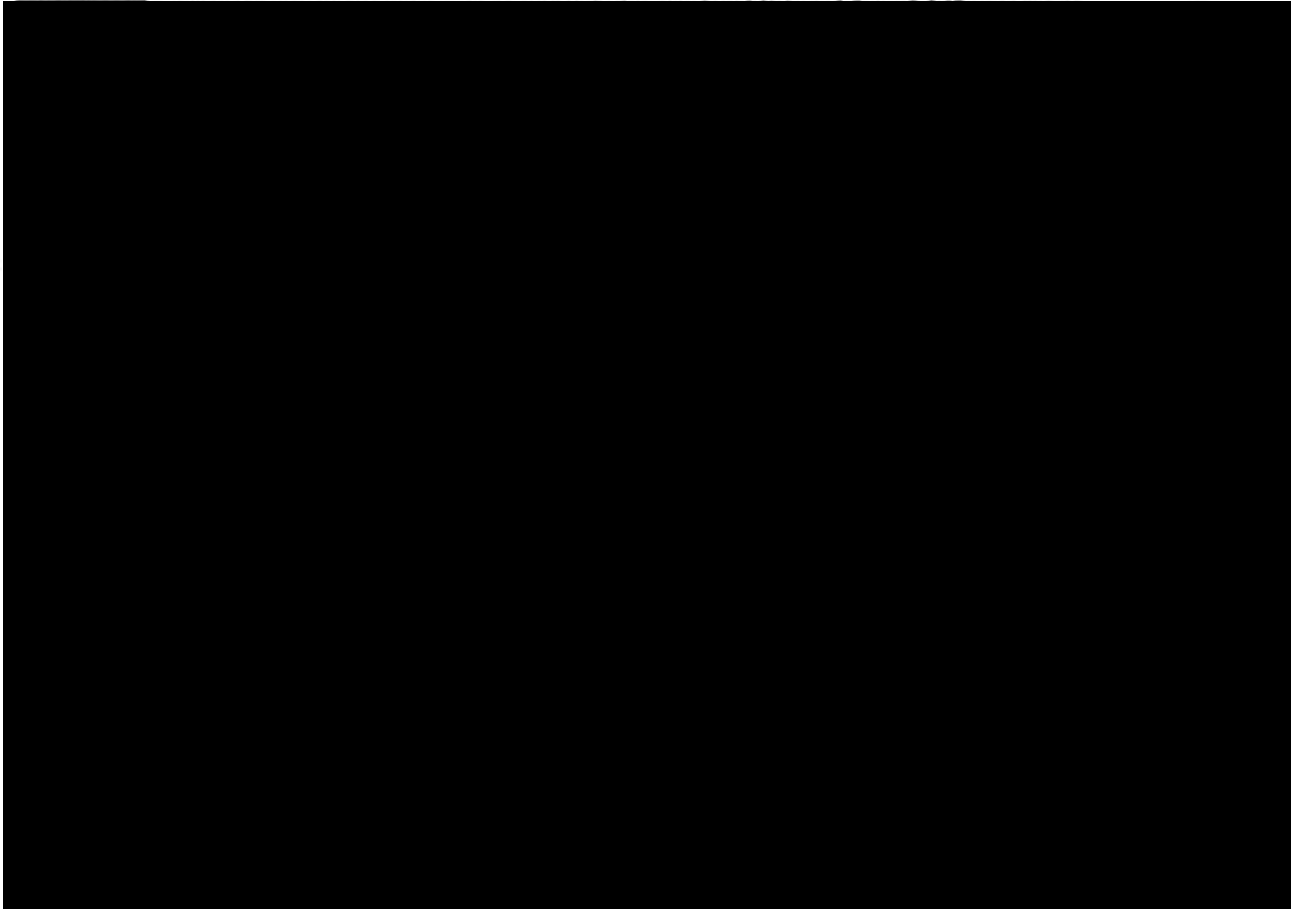
State

Zip

Date Resided From (MM/YYYY)

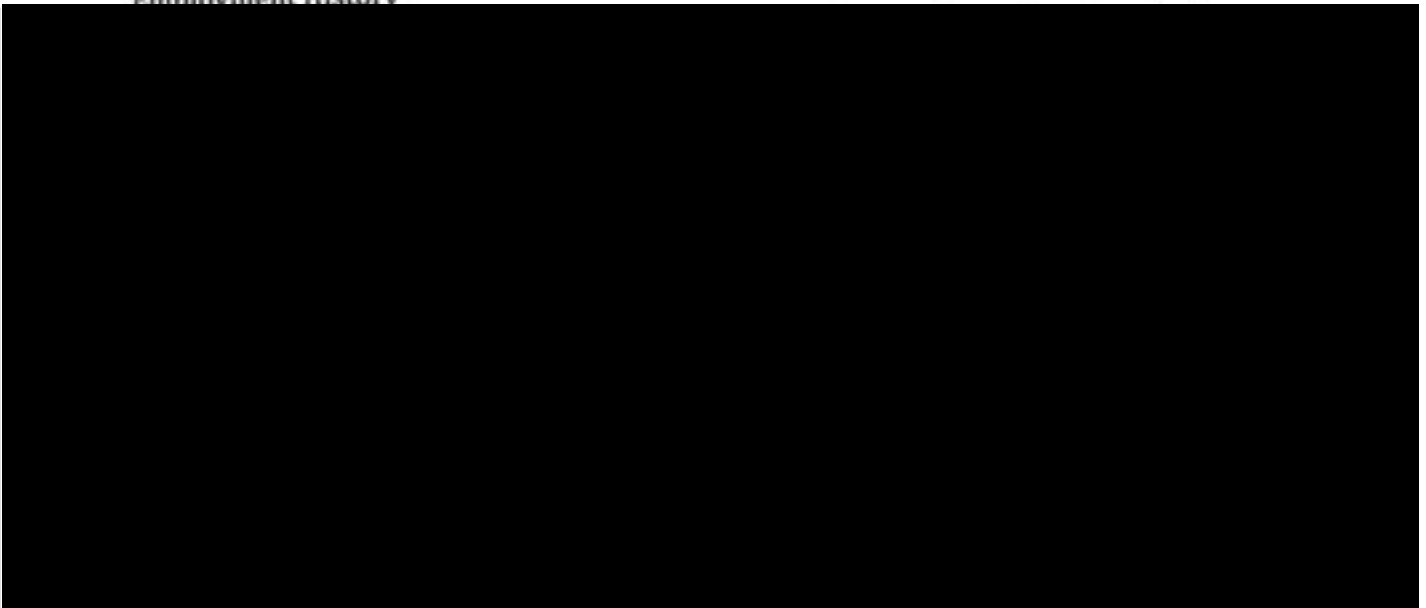
Date Resided To (MM/YYYY)

**Education**



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**Employment History**



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

1.72%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

11/15

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

11/12

11/15

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

10/03

11/12

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

[REDACTED]

City

State

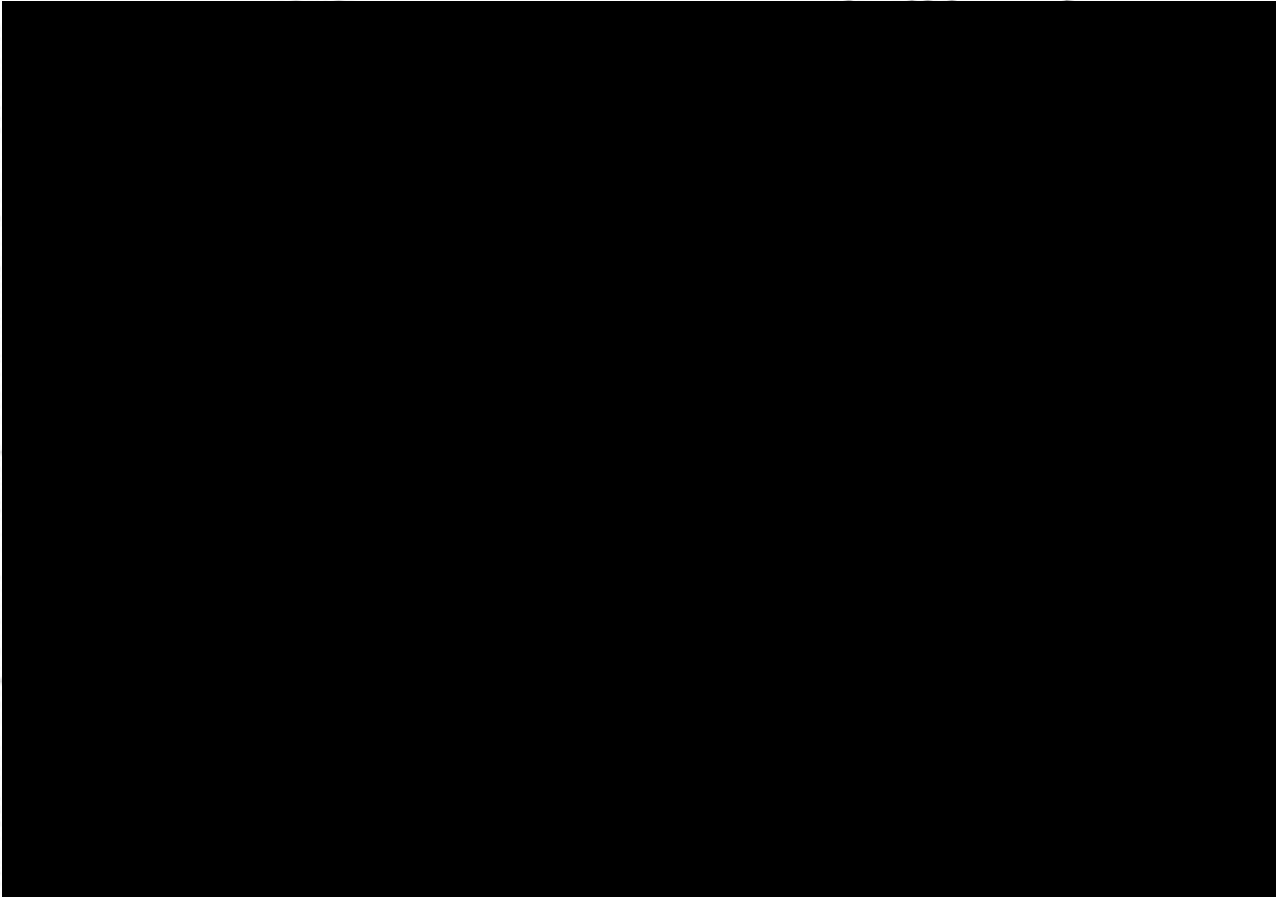
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

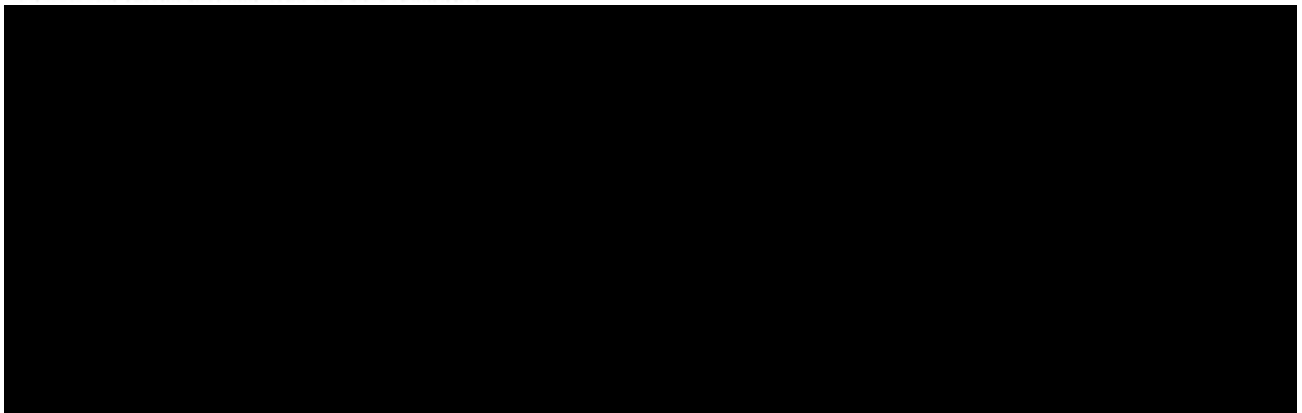
*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

1.06%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

05/1993

11/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

N/A

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

N/A

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

N/A

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



N/A

\_\_\_\_\_

Institution

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Date Attended From (MM/YYYY)

\_\_\_\_\_

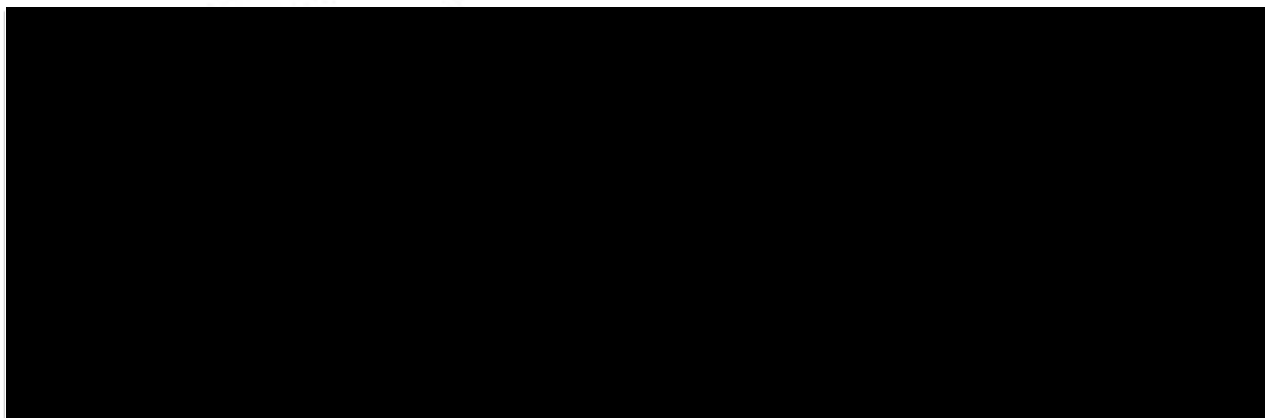
Date Attended To (MM/YYYY)

\_\_\_\_\_

Degree Received

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

4.57%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

09/2017

current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

08/2005

09/2017

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

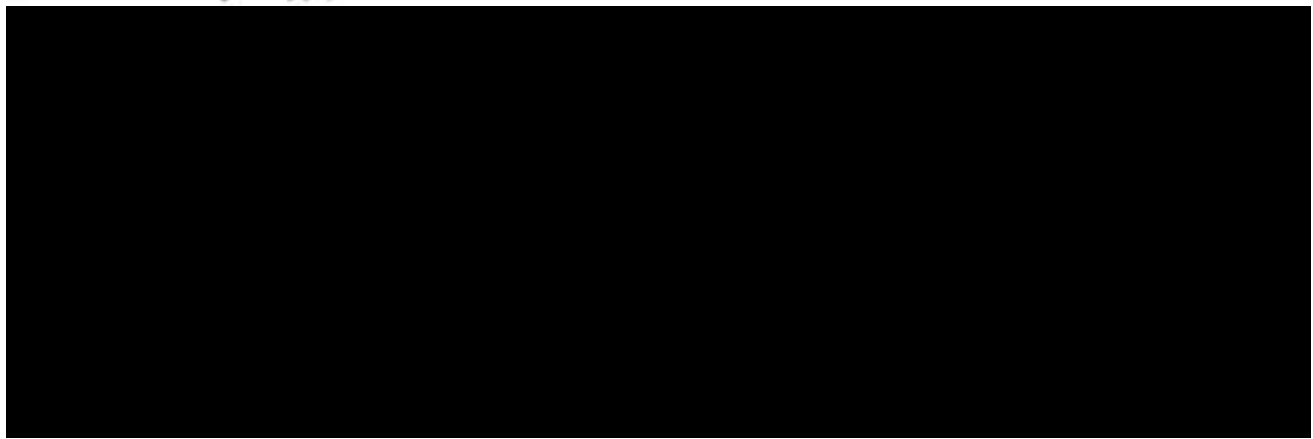


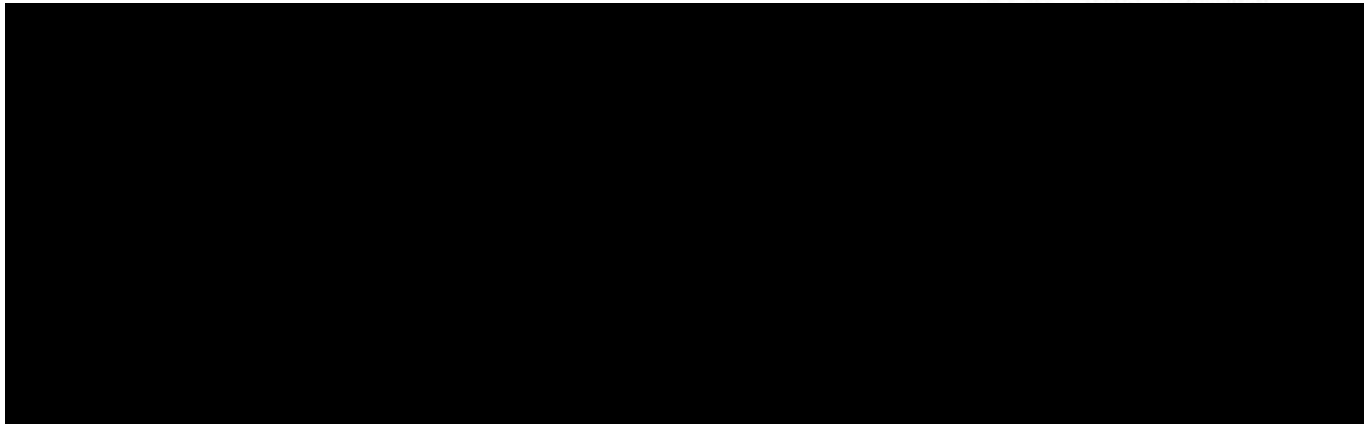
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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|                                    |                                  |                 |
|------------------------------------|----------------------------------|-----------------|
| <hr/> Employer                     | <hr/> Contact Person             | <hr/> Telephone |
| <hr/> Business Address             |                                  |                 |
| <hr/> City                         | <hr/> State                      | <hr/> Zip       |
| <hr/> Date Employed From (MM/YYYY) | <hr/> Date Employed To (MM/YYYY) |                 |

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|                                    |                                  |                 |
|------------------------------------|----------------------------------|-----------------|
| <hr/> Employer                     | <hr/> Contact Person             | <hr/> Telephone |
| <hr/> Business Address             |                                  |                 |
| <hr/> City                         | <hr/> State                      | <hr/> Zip       |
| <hr/> Date Employed From (MM/YYYY) | <hr/> Date Employed To (MM/YYYY) |                 |

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|                                    |                                  |                 |
|------------------------------------|----------------------------------|-----------------|
| <hr/> Employer                     | <hr/> Contact Person             | <hr/> Telephone |
| <hr/> Business Address             |                                  |                 |
| <hr/> City                         | <hr/> State                      | <hr/> Zip       |
| <hr/> Date Employed From (MM/YYYY) | <hr/> Date Employed To (MM/YYYY) |                 |

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FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

June 2005

June 2008

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

June 2008

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

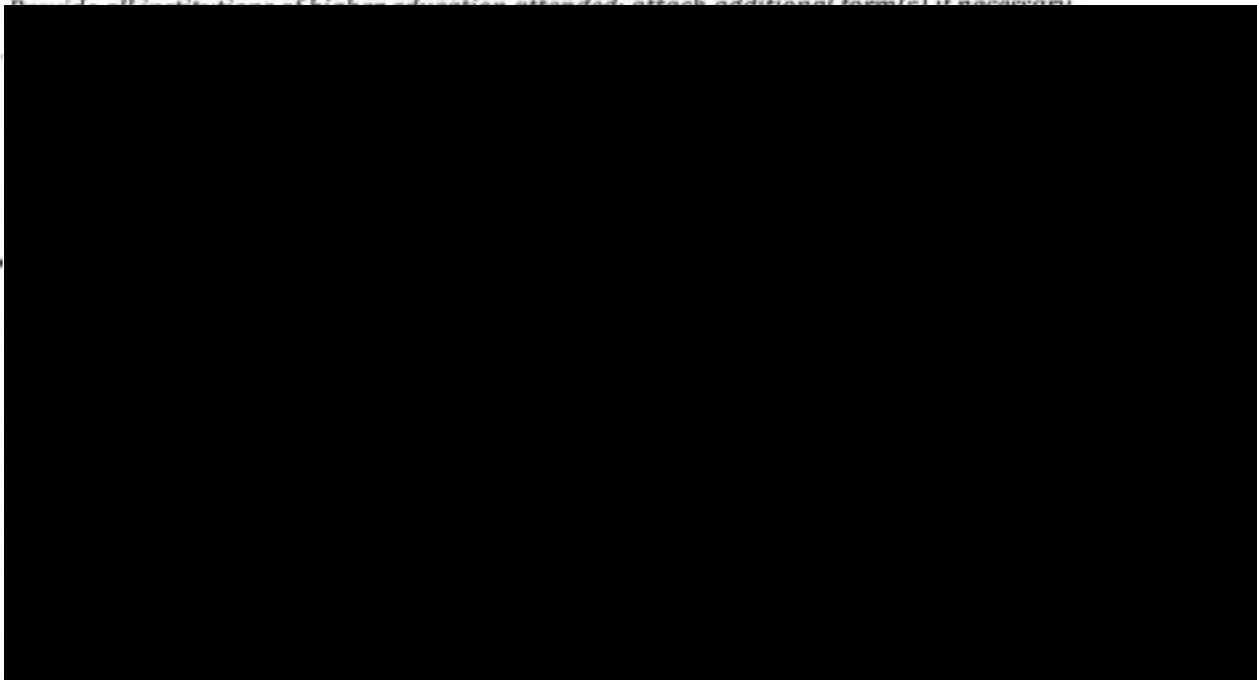
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

Provide all institutions of higher education attended, attach additional form(s) if necessary.



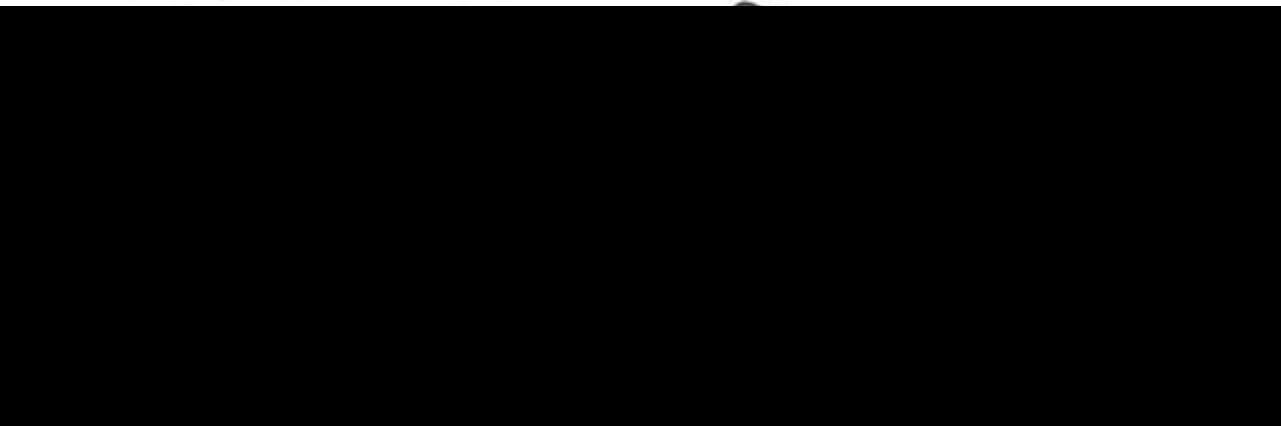
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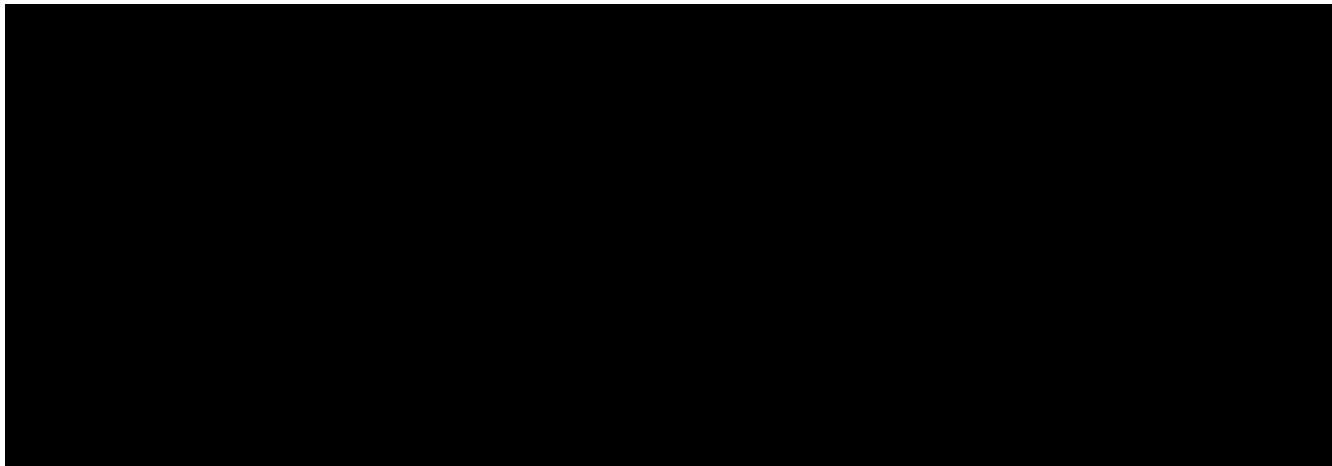
| Institution                  | City                       | State           |
|------------------------------|----------------------------|-----------------|
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.





---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

---

---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

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|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

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|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

\_\_\_\_\_  
Business License Applicant Name

\_\_\_\_\_  
License Type

\_\_\_\_\_  
Individual with Ownership Interest in Applicant

\_\_\_\_\_  
Individual's Ownership Percentage in Applicant

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY).

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

---

|                              |                            |           |
|------------------------------|----------------------------|-----------|
| Employer                     | Contact Person             | Telephone |
| Business Address             |                            |           |
| City                         | State                      | Zip       |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |           |

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

15.0%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

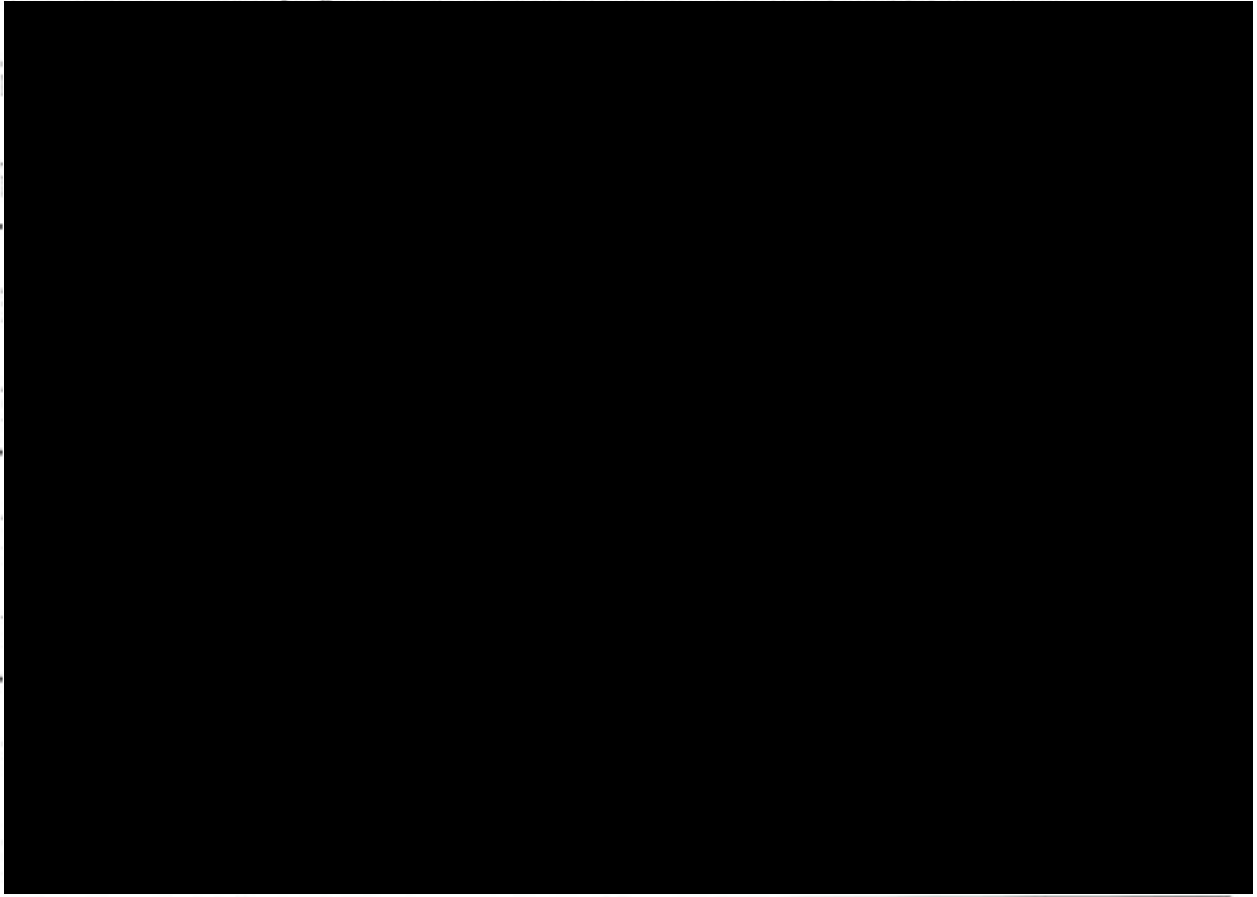
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

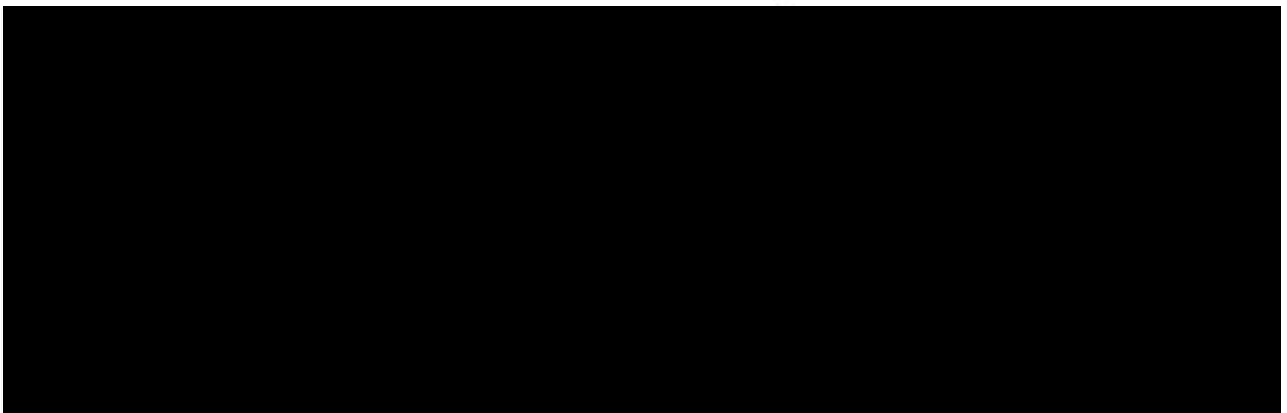
**Education**

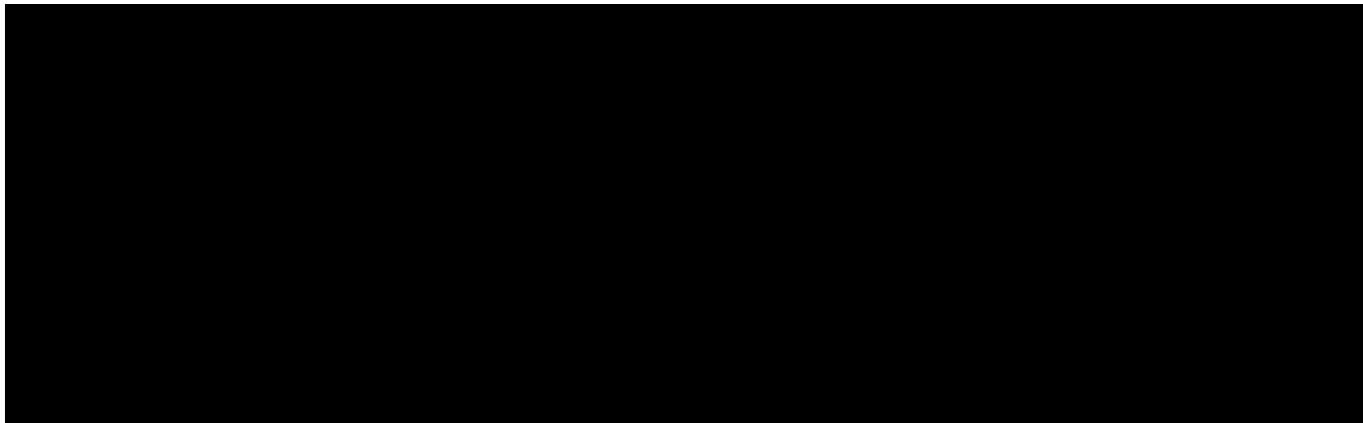
*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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---

Employer

Contact Person

Telephone

---

Business Address

---

City

State

Zip

---

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

---

---

---

Employer

Contact Person

Telephone

---

Business Address

---

City

State

Zip

---

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

---

---

---

Employer

Contact Person

Telephone

---

Business Address

---

City

State

Zip

---

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

License Applicant Name

License Type

0.43%

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted Residential Street Address]

Residential Street Address

[Redacted City]

AI  
State

[Redacted Zip]

CURRENTLY 11/2022  
Date Resided From (MM/YYYY)

↔ 11/2020  
Date Resided To (MM/YYYY)

[Redacted Residential Street Address]

Residential Street Address

[Redacted City]

AI  
State

[Redacted Zip]

11/2020  
Date Resided From (MM/YYYY)

03/2004  
Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

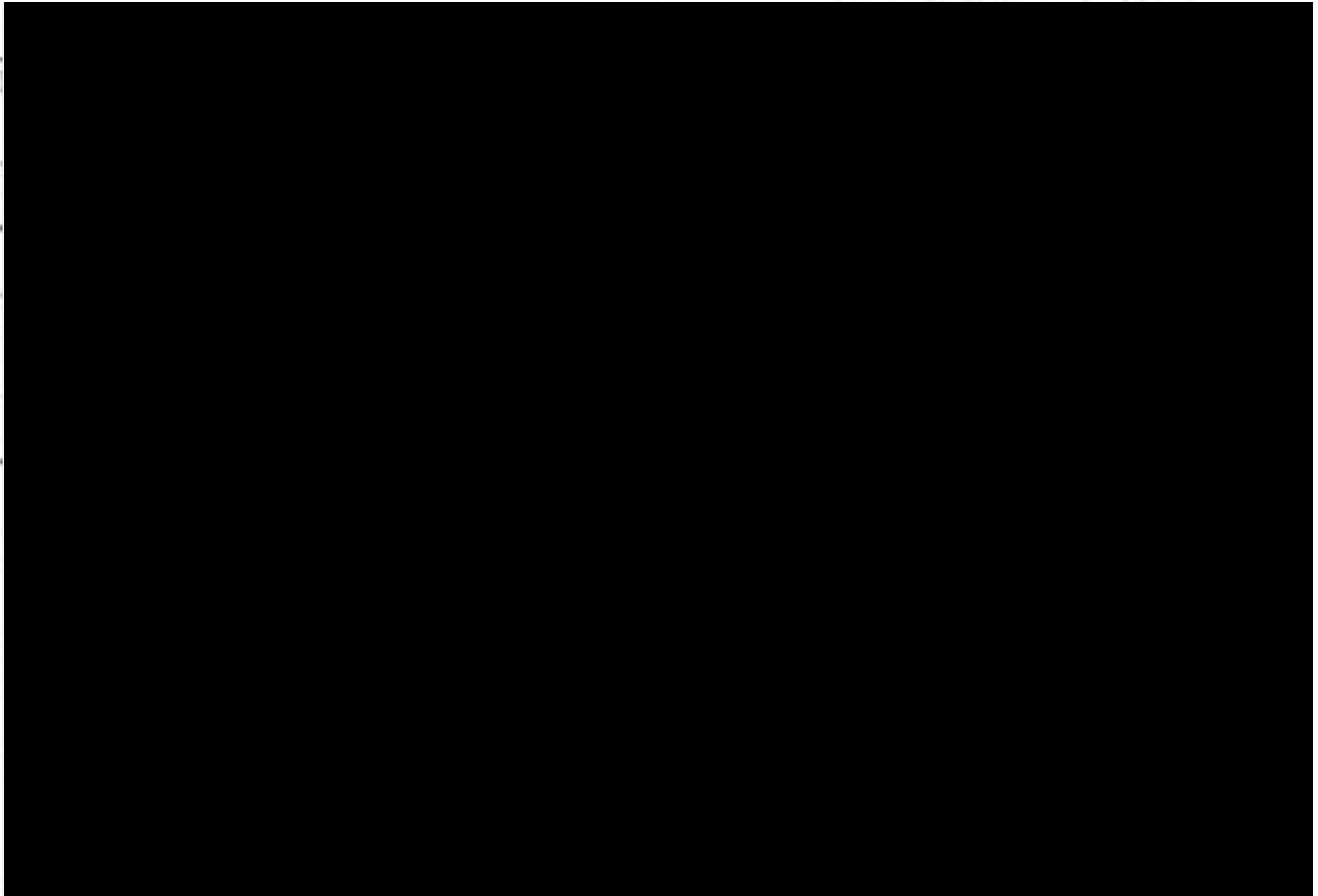
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

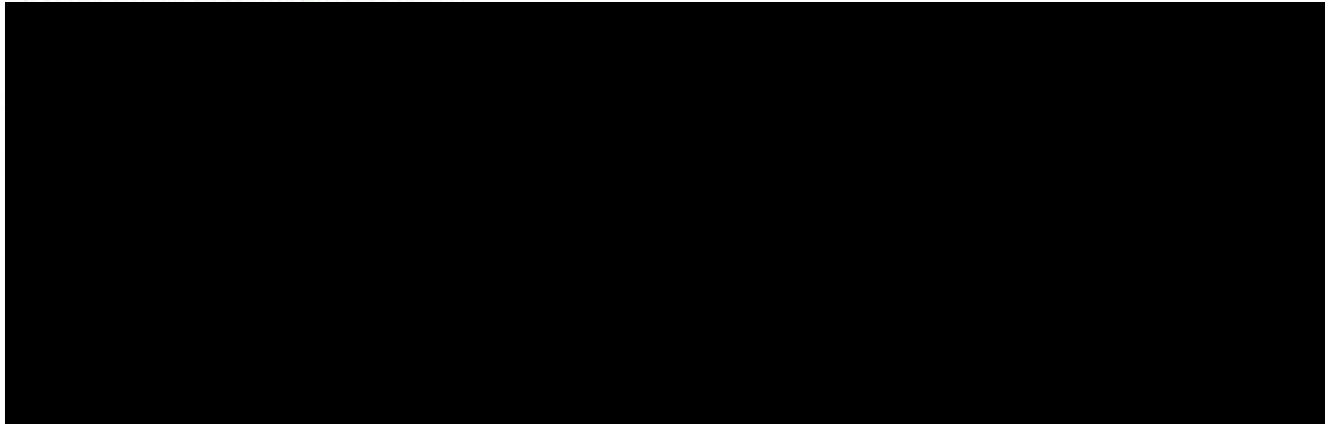
*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

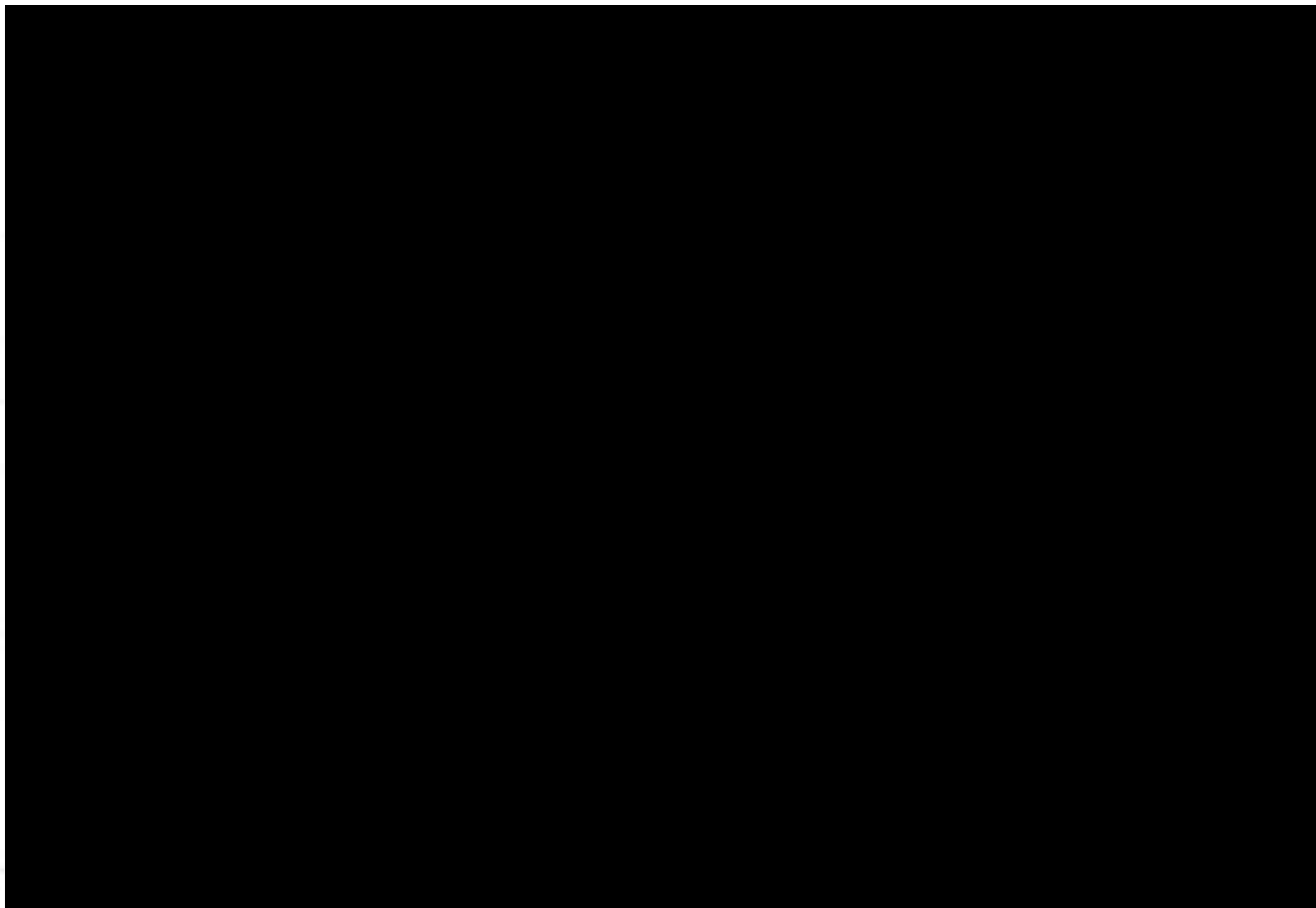


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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





\_\_\_\_\_  
Employer Contact Person Telephone

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

\_\_\_\_\_  
Employer Contact Person Telephone

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

13.76%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted] TX [Redacted]

City State Zip

10/2021 Present

Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted] TX [Redacted]

City State Zip

03/2013 10/2021

Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted] TX [Redacted]

City State Zip

10/2001 03/2013

Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

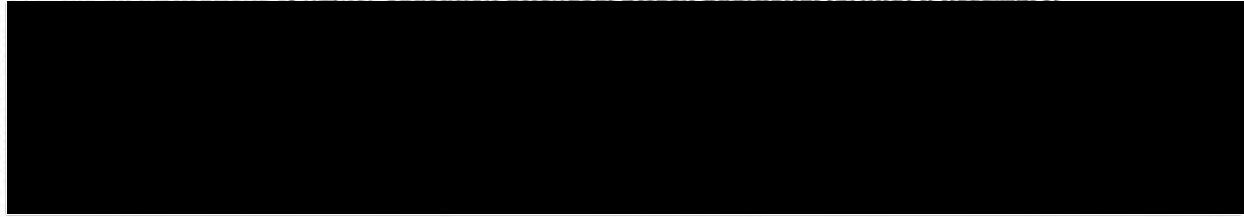
Residential Street Address

City State Zip

Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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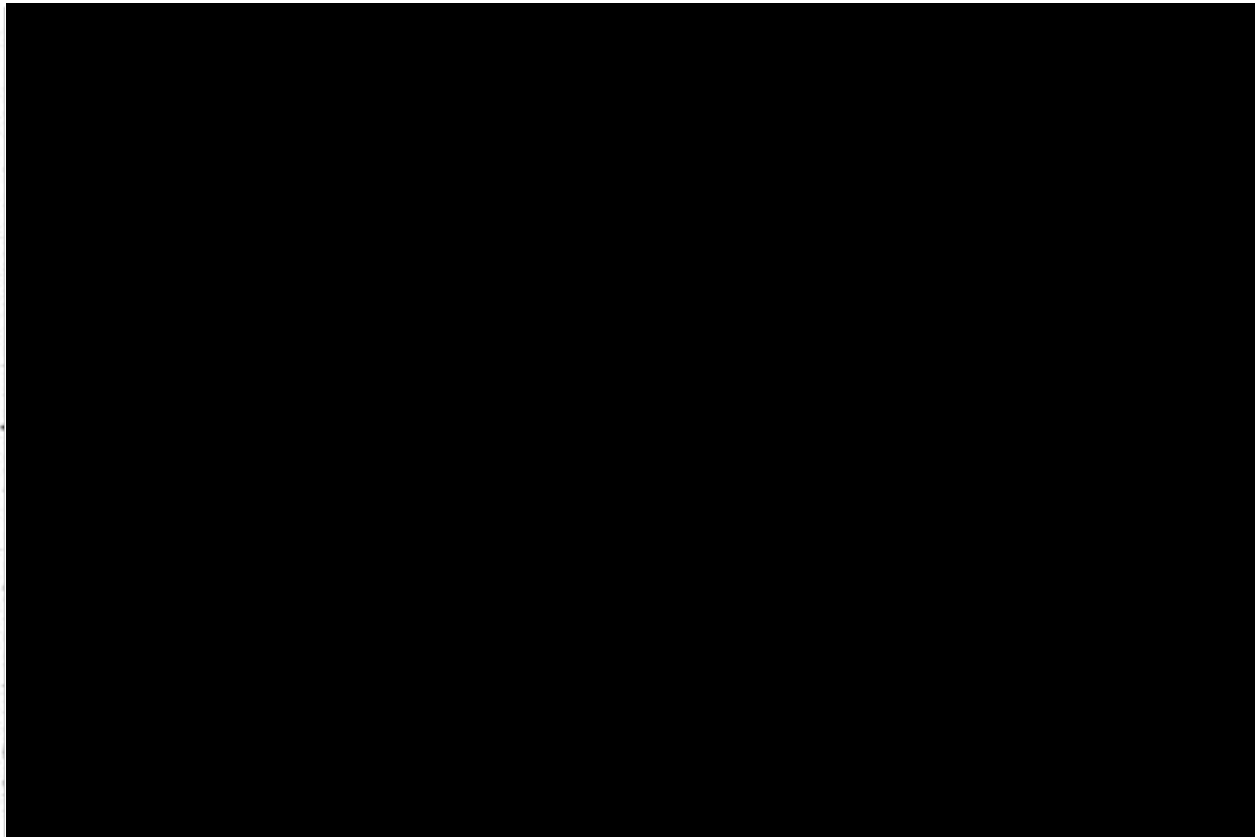
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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Employer Contact Person Telephone

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Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[Redacted]

1.06%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

02/2007

11/2017 PRESENT

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

02/2007

11/2017

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



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FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Business License Applicant Name

Integrated Facility

License Type

0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

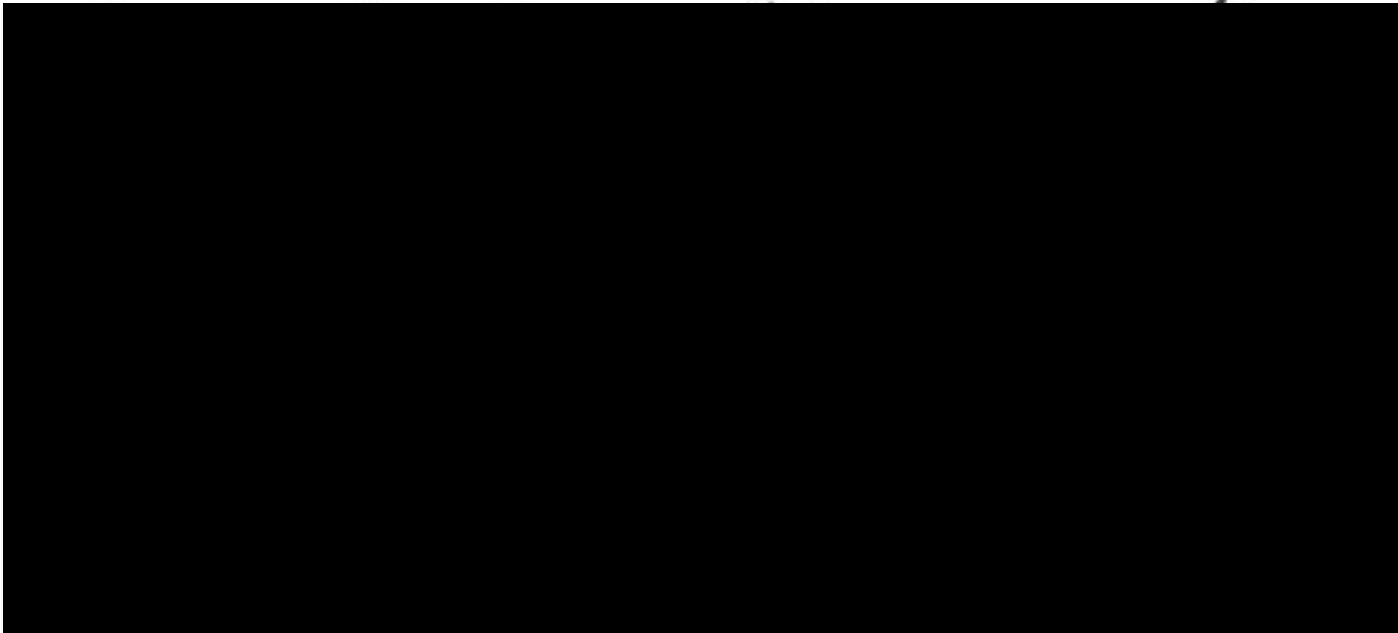
Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



Date Attended From (MM/YYYY)

Institution

City

State

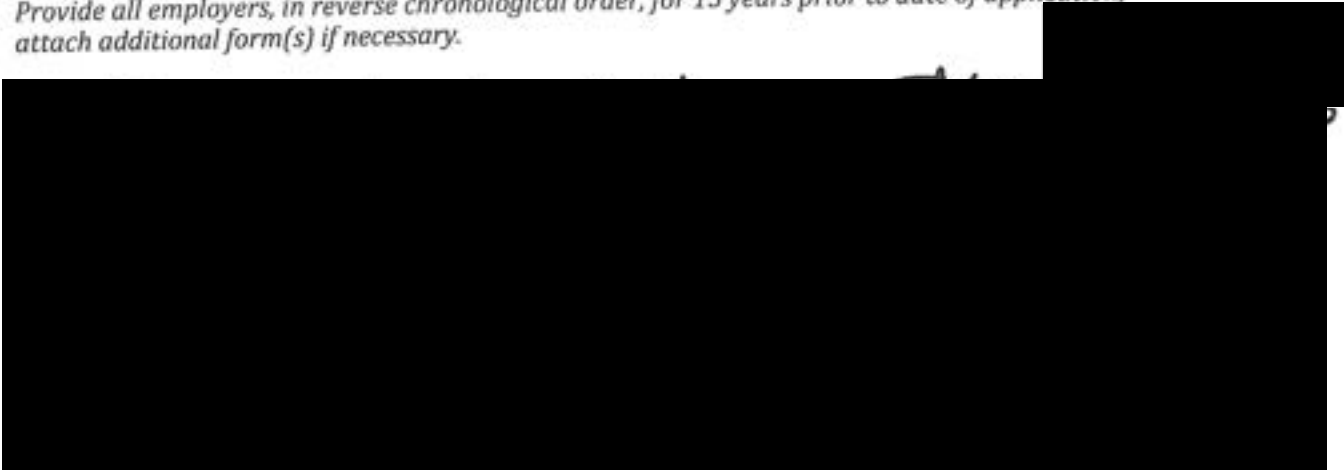
Date Attended From (MM/YYYY)

Date Attended To (MM/YYYY)

Degree Received

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



Form A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

business license applicant name

Integrated Facility

License #

0.43%

Individual's Ownership Percentage in Applicant

**Residential MISC.**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AI

State

[Redacted]

City

July 2019

Date Resided From (MM/YYYY)

Present

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AI

State

[Redacted]

City

May 2019

Date Resided From (MM/YYYY)

July 2019

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FI

State

[Redacted]

City

Jan 2009

Date Resided From (MM/YYYY)

May 2019

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AI

State

[Redacted]

City

Dec 2007

Date Resided From (MM/YYYY)

Jan 2009

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary;*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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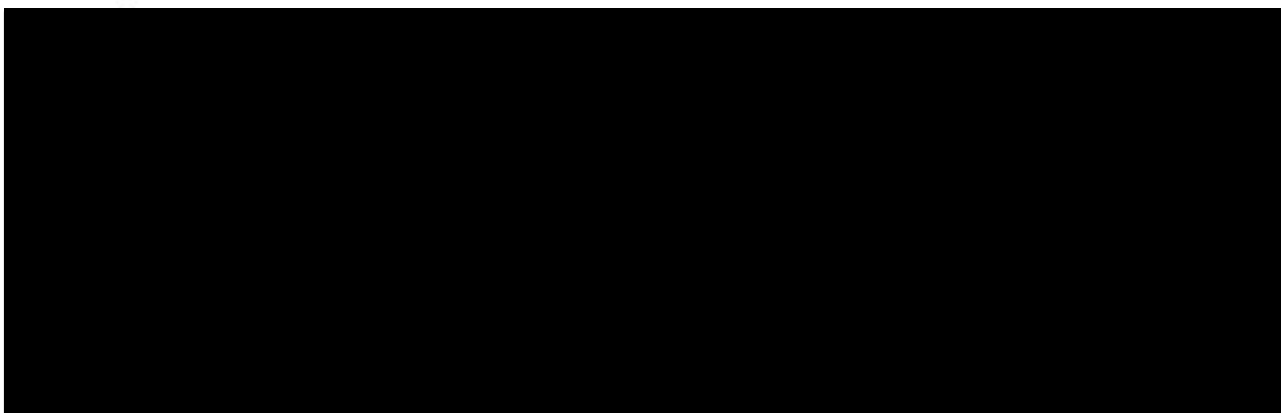
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

1.72%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

01/2022

current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

04/2017

01/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

12/2014

04/2017

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

FL

[Redacted]

City

State

Zip

03/2009

12/2014

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

03/2001

03/2009

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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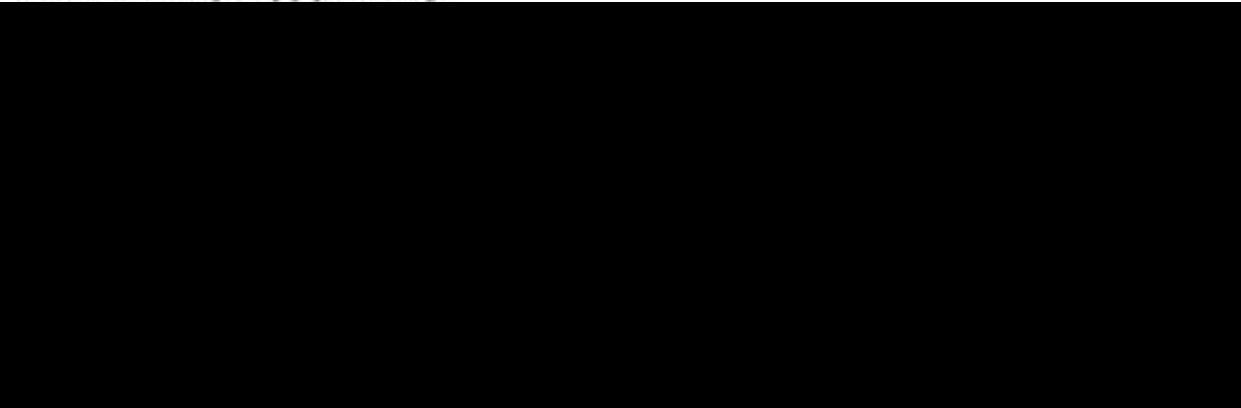
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

---

---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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---

|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.43%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

03/2015

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City

State

Zip

05/2005

03/2015

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC

Business License Applicant Name

[REDACTED]

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

Q.21/.

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

City

01/2022

Date Resided From (MM/YYYY)

AL

State

[REDACTED]

Zip

current

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

[REDACTED]

City

01/1999

Date Resided From (MM/YYYY)

AL

State

[REDACTED]

Zip

01/2022

Date Resided To (MM/YYYY).

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Zip

Date Resided To (MM/YYYY)

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Zip

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



---

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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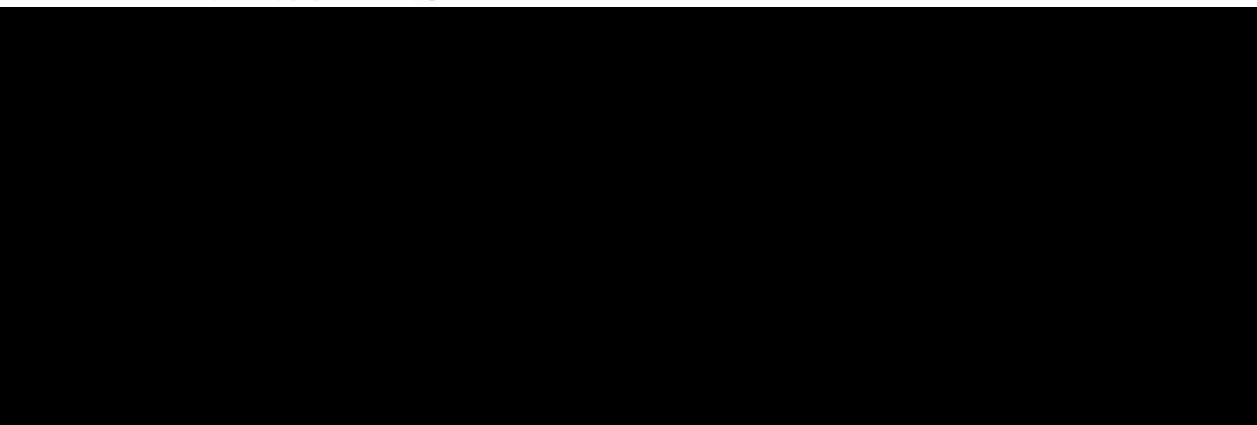
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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

\_\_\_\_\_  
Business License Applicant Name

\_\_\_\_\_  
License Type

\_\_\_\_\_  
Individual with Ownership Interest in Applicant

\_\_\_\_\_  
Individual's Ownership Percentage in Applicant

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY).

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

---

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

---

|                              |                            |           |
|------------------------------|----------------------------|-----------|
| Employer                     | Contact Person             | Telephone |
| Business Address             |                            |           |
| City                         | State                      | Zip       |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |           |

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---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

---

Employer Contact Person Telephone

---

Business Address

---

City State Zip

---

Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

---

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always LLC  
Business License Applicant Name

[REDACTED]  
Individual with Ownership Interest in Applicant

Integrated Facility  
License Type

0.43%  
Individual's Ownership Percentage in Applicant

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*

[REDACTED]  
Residential Street Address

[REDACTED] City AL State [REDACTED] Zip

06/2022 Date Resided From (MM/YYYY) current Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED] City AL State [REDACTED] Zip

10/2021 Date Resided From (MM/YYYY) 06/2022 Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED] City AL State [REDACTED] Zip

12/2001 Date Resided From (MM/YYYY) 10/2021 Date Resided To (MM/YYYY)

[REDACTED]  
Residential Street Address

[REDACTED] City [REDACTED] State [REDACTED] Zip

[REDACTED] Date Resided From (MM/YYYY) [REDACTED] Date Resided To (MM/YYYY)

**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*



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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

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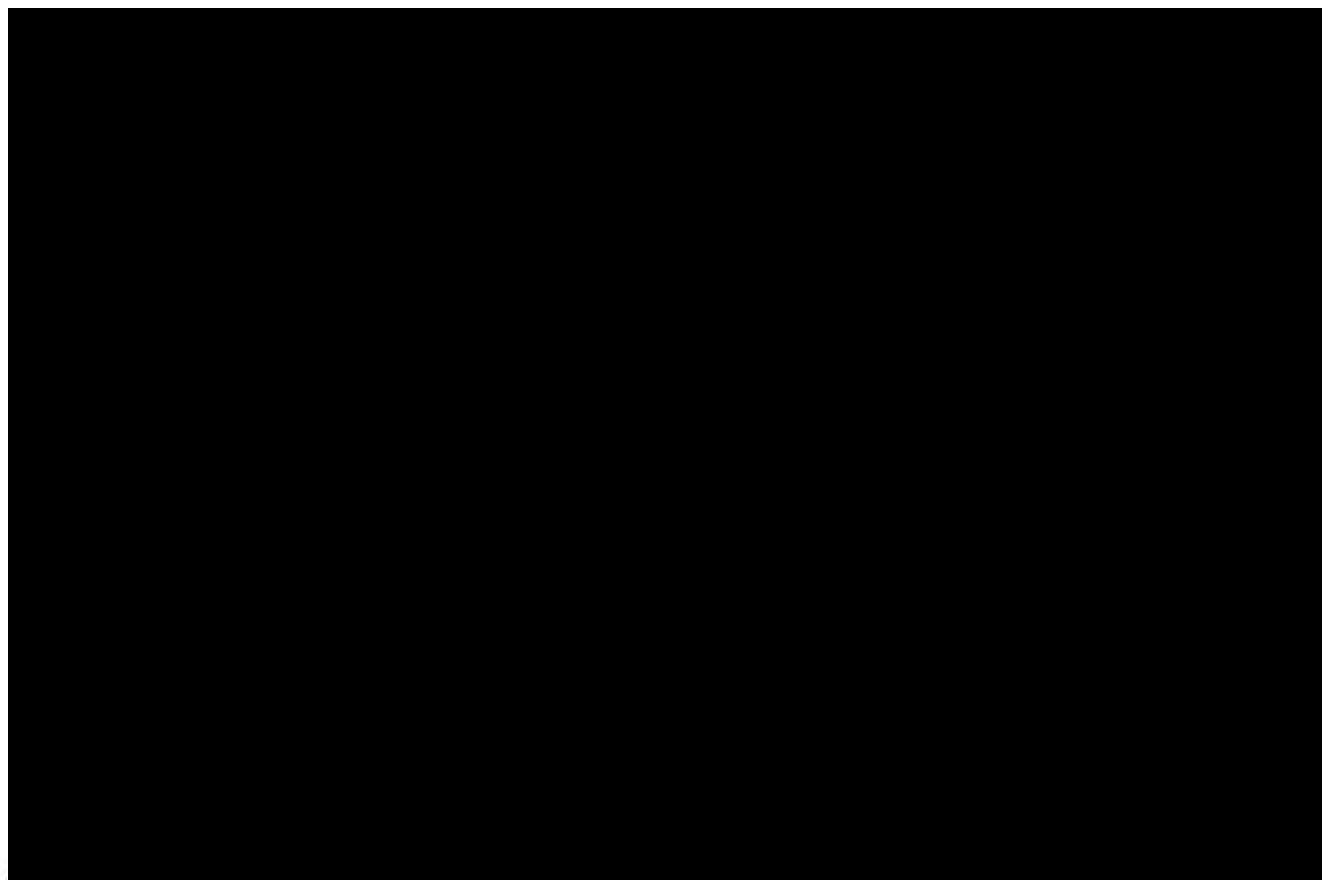
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| Institution                  | City                       | State           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

---

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*





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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

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Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

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|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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|          |                |           |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

---

Business Address

---

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

---

|                              |                            |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

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FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Alabama Always, LLC

Integrated Facility

Business License Applicant Name

License Type

[REDACTED]

0.64%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

[REDACTED]

Residential Street Address

[REDACTED]

FL

[REDACTED]

City

State

Zip

01/1993

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



**Education**

*Provide all institutions of higher education attended; attach additional form(s) if necessary.*

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

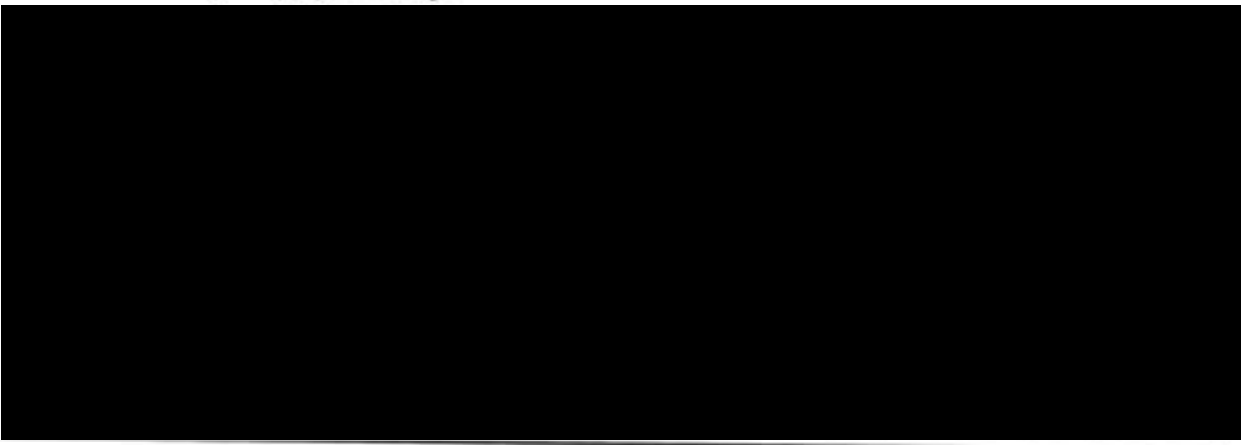
|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

|                              |                            |                 |
|------------------------------|----------------------------|-----------------|
| _____                        | _____                      | _____           |
| Institution                  | City                       | State           |
| _____                        | _____                      | _____           |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

**Employment History**

*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



# Exhibit 2 – Residency of Owners

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
  
1A206FD8214B461...

12/31/2022

**Signature of Verifying Individual**

**Verification Date**

## Exhibit 2 - Residency of Owners

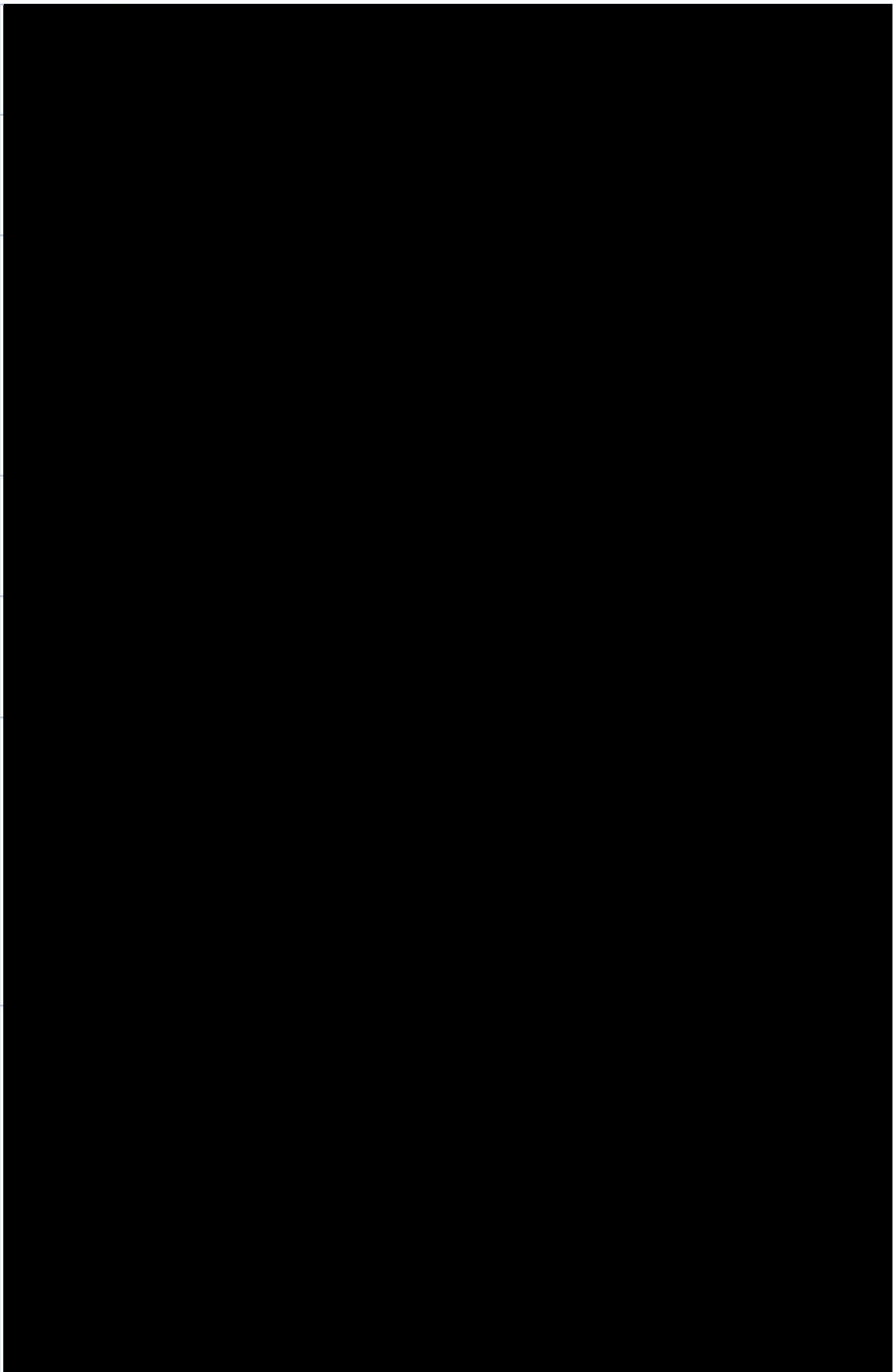
### Ownership Percentage Summary

| Residency             | % Ownership     |
|-----------------------|-----------------|
| Alabama Residents     | 53.313%         |
| Non-Alabama Residents | 46.688%         |
| <b>TOTAL</b>          | <b>100.000%</b> |

### Table of Contents

| Name                                      | % Owner | Document(s) Provided |
|---|---------|----------------------|
| Daniel Boyd,<br>Apogee Ventures<br>LLC    |         |                      |
| Lynn Boyd<br>Apogee Ventures<br>LLC       |         |                      |
| Kindaka Sanders,<br>Black Light LLC       |         |                      |
| Jason Hendrix,<br>Boss Investments<br>LLC |         |                      |
| Shannon Millican,<br>CDXX LLC             |         |                      |

|  |
|--|
|  |
| <b>Richard Lindsey,<br/>County Road 22<br/>LLC</b>                 |
| <b>Richard Lindsey<br/>Junior, County<br/>Road 22 LLC</b>          |
| <b>Nicholas R.<br/>McMichen,<br/>County Road 22<br/>LLC</b>        |
| <b>Judson Brent<br/>Tidwell, County<br/>Road 22 LLC</b>            |
| <b>Dr. James<br/>Mitchell, JM<br/>Mitchell<br/>Enterprises LLC</b> |
| <b>Patrick<br/>Browning,<br/>Performance Plus<br/>LLC</b>          |



**Jimmy Holley,  
Performance Plus  
LLC**

**Sharon Wheeler,  
Solon Strategies  
LLC**

**Johnny Moore,  
Teague & Moore  
LLC**

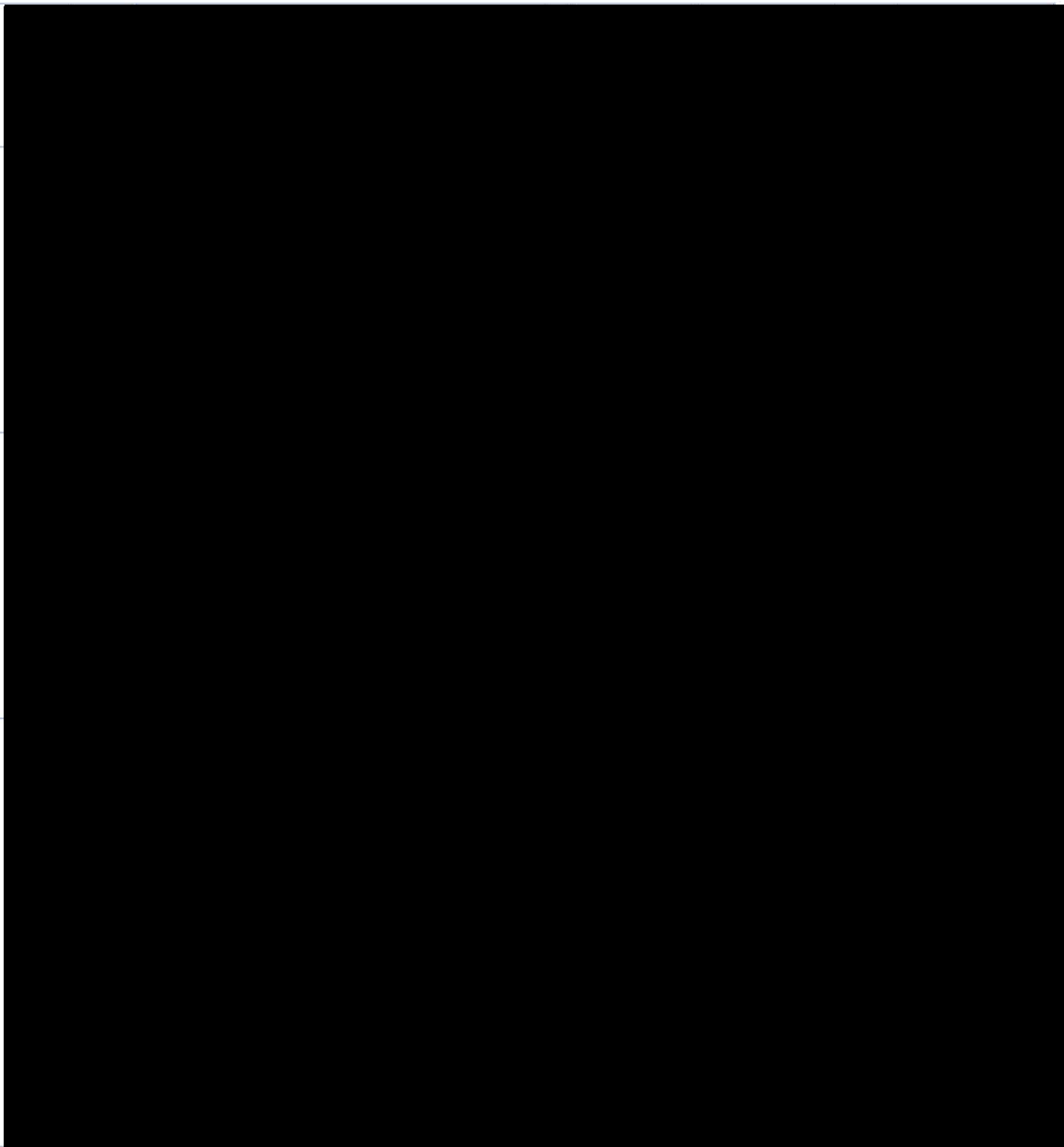
**John Allison  
Teague II, Teague  
& Moore LLC**

**Henry Sanders,  
The Rock  
Enterprises LLC  
Boardwine, Carl  
Ed**

**Bruce, Michael D.**

|                            |  |
|----------------------------|--|
|                            |  |
| <b>Larry Darby</b>         |  |
| <b>James Dixon III</b>     |  |
| <b>Robert Scott Dooley</b> |  |
| <b>Linda Gentry</b>        |  |
| <b>James H. Helms Jr.</b>  |  |
| <b>Ben McNeil</b>          |  |

|                               |
|-------------------------------|
| <b>Larry Morris</b>           |
| <b>Milton Smith</b>           |
| <b>Jerry Spencer</b>          |
| <b>George Blitz<br/>Welch</b> |





























































































































































































































































































































































































































# Exhibit 3 – Commercial Horticulture or Agronomic Production experience

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

**Printed Name of Verifying Individual**

President

**Title of Verifying Individual**

DocuSigned by:

Michael Bruce

**Signature of Verifying Individual**

12/31/22

**Verification Date**

## Exhibit 3 - Commercial Horticulture or Agronomic Production Experience

### Ownership Percentage Summary

| <b>Experience</b>         | <b>% Ownership</b> |
|---------------------------|--------------------|
| Commercial Experience     | 56.204%            |
| Non-Commercial Experience | 43.797%            |
| <b>TOTAL</b>              | <b>100.000%</b>    |

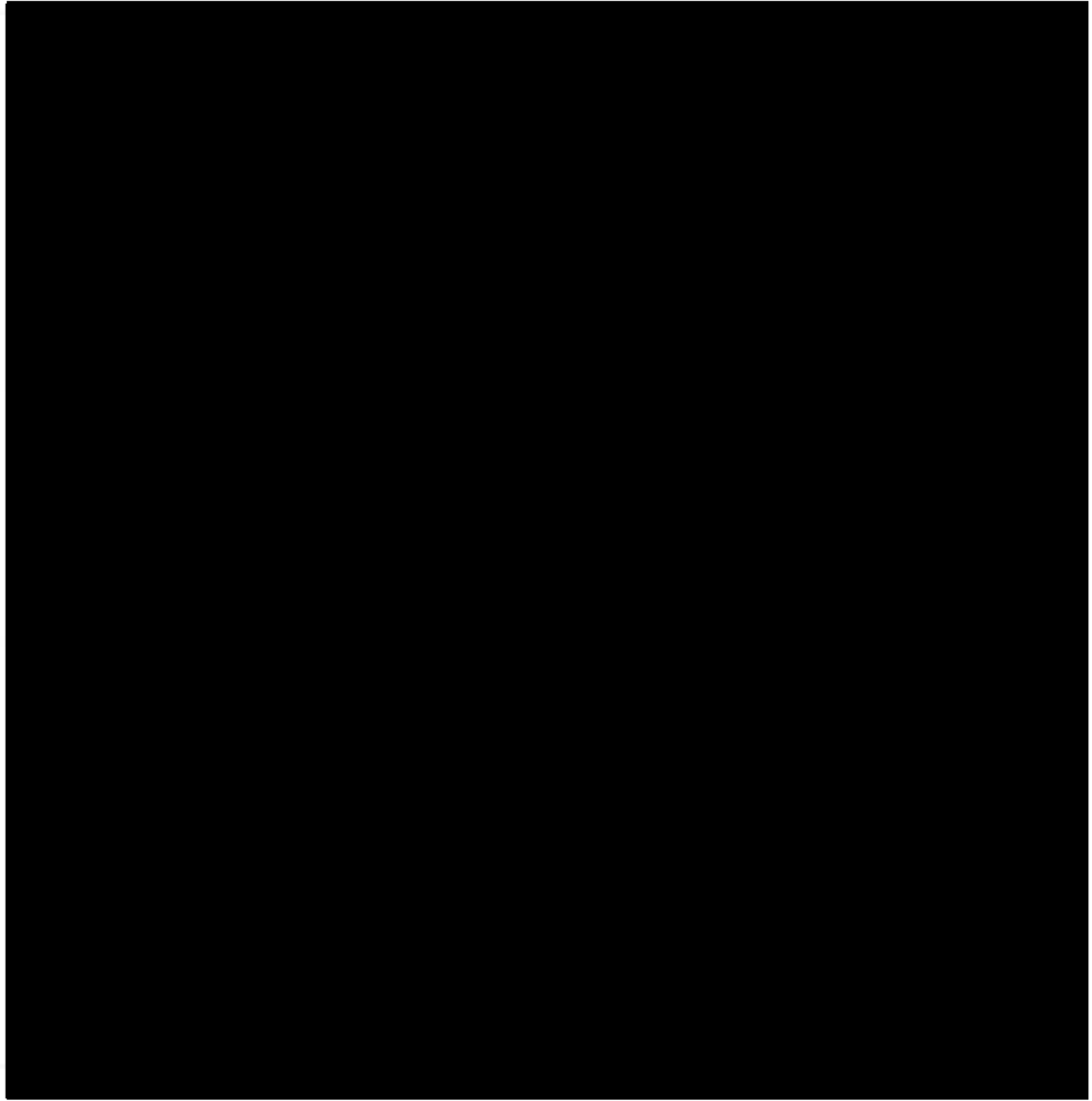
### Table of Contents

| <b>Name</b>                                     |  |
|---|--|
| Richard Lindsey,<br>Country Road 22<br>LLC      |  |
| Judson Brent<br>Tidwell, Country<br>Road 22 LLC |  |
| Carl Ed<br>Boardwine                            |  |
| James F. Dixon III                              |  |
| Linda Gentry                                    |  |
| Jon Marshall                                    |  |

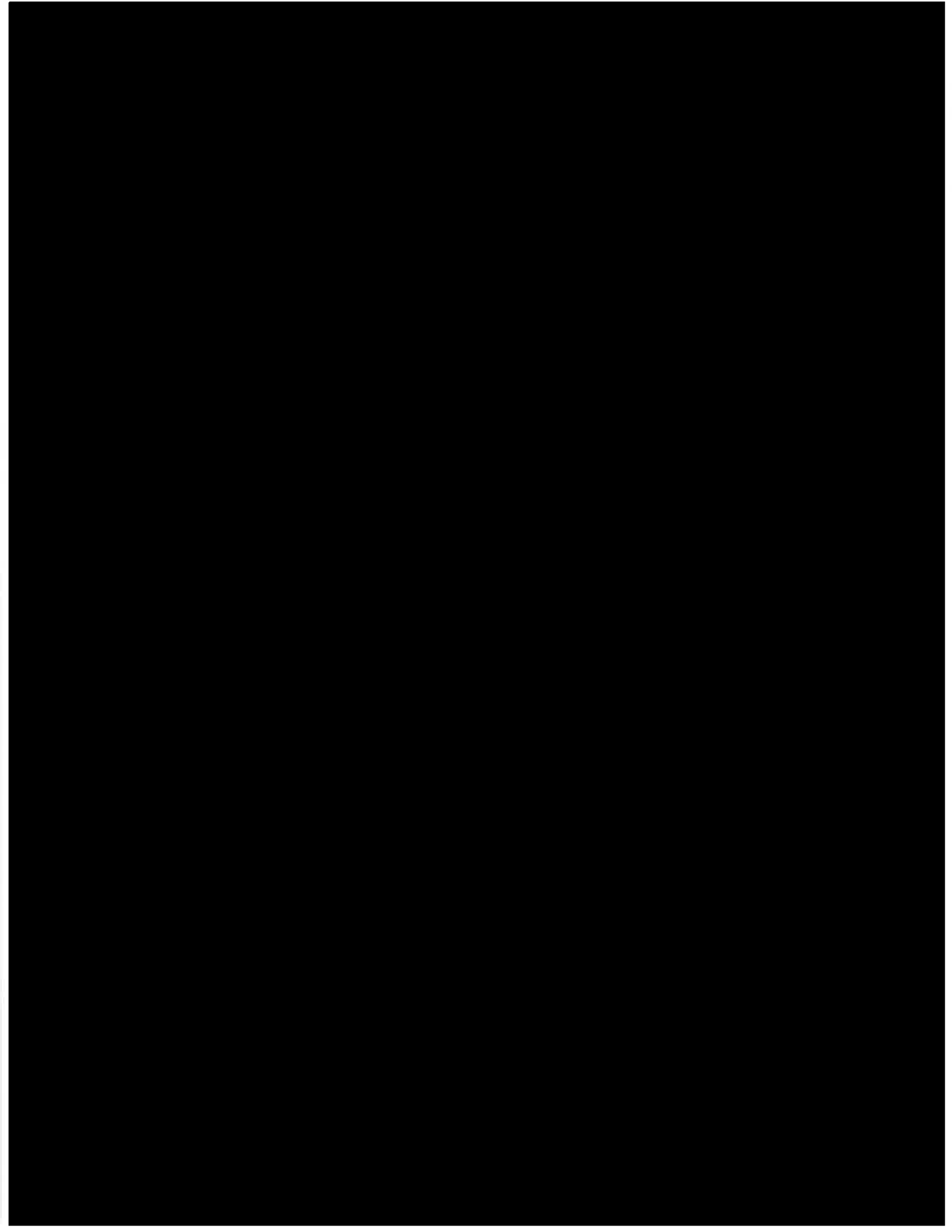
**Ben McNeil**

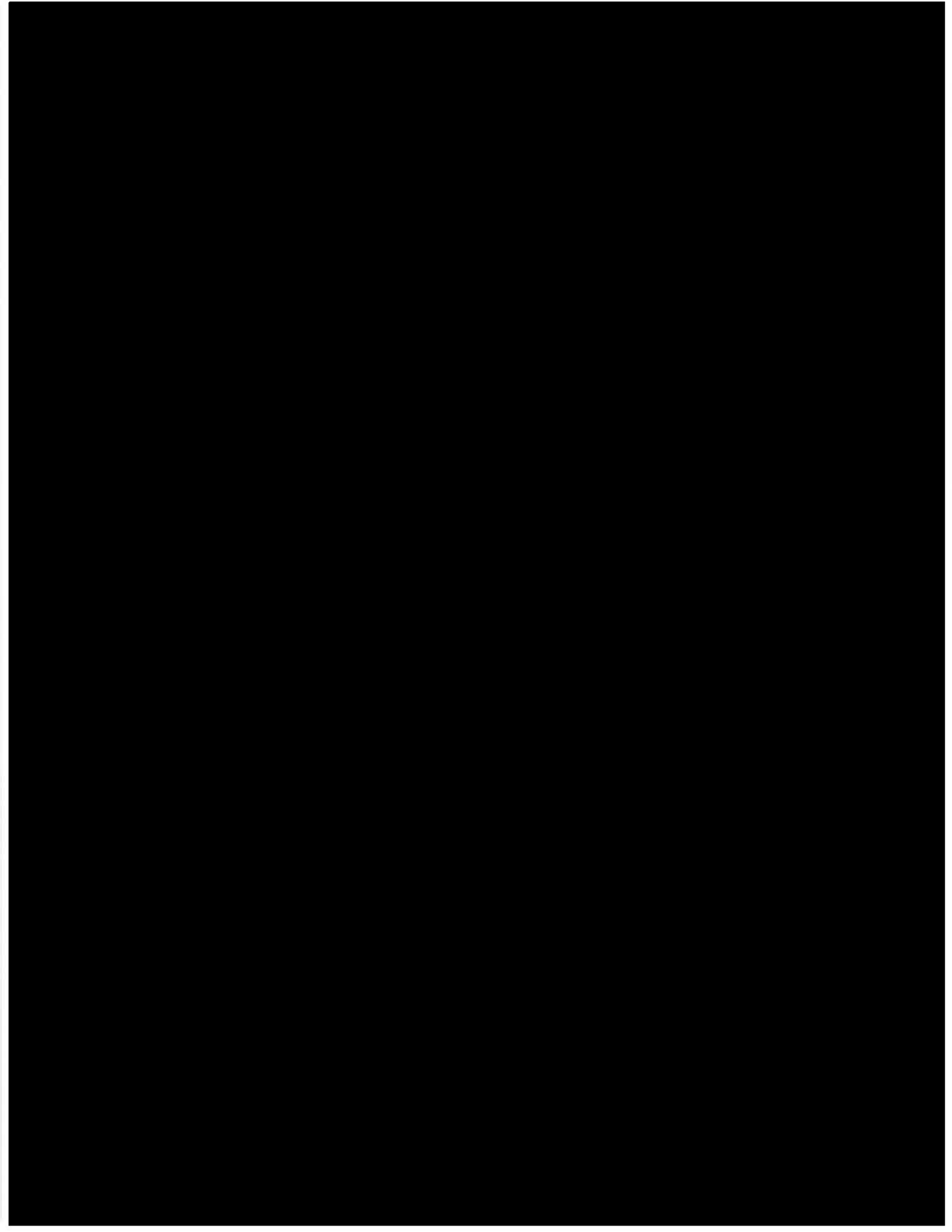
**Jerry Spencer**

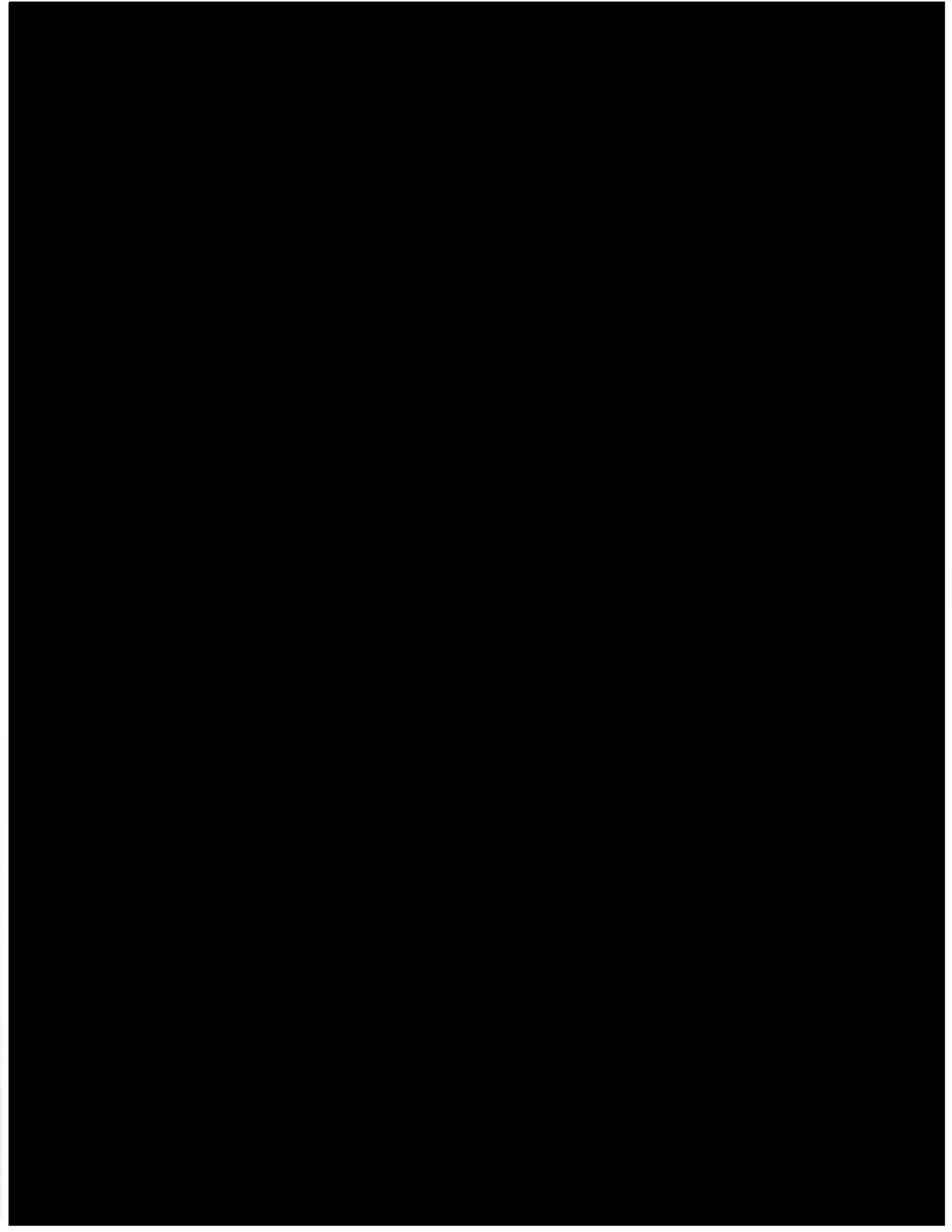
**Robert Tornello**

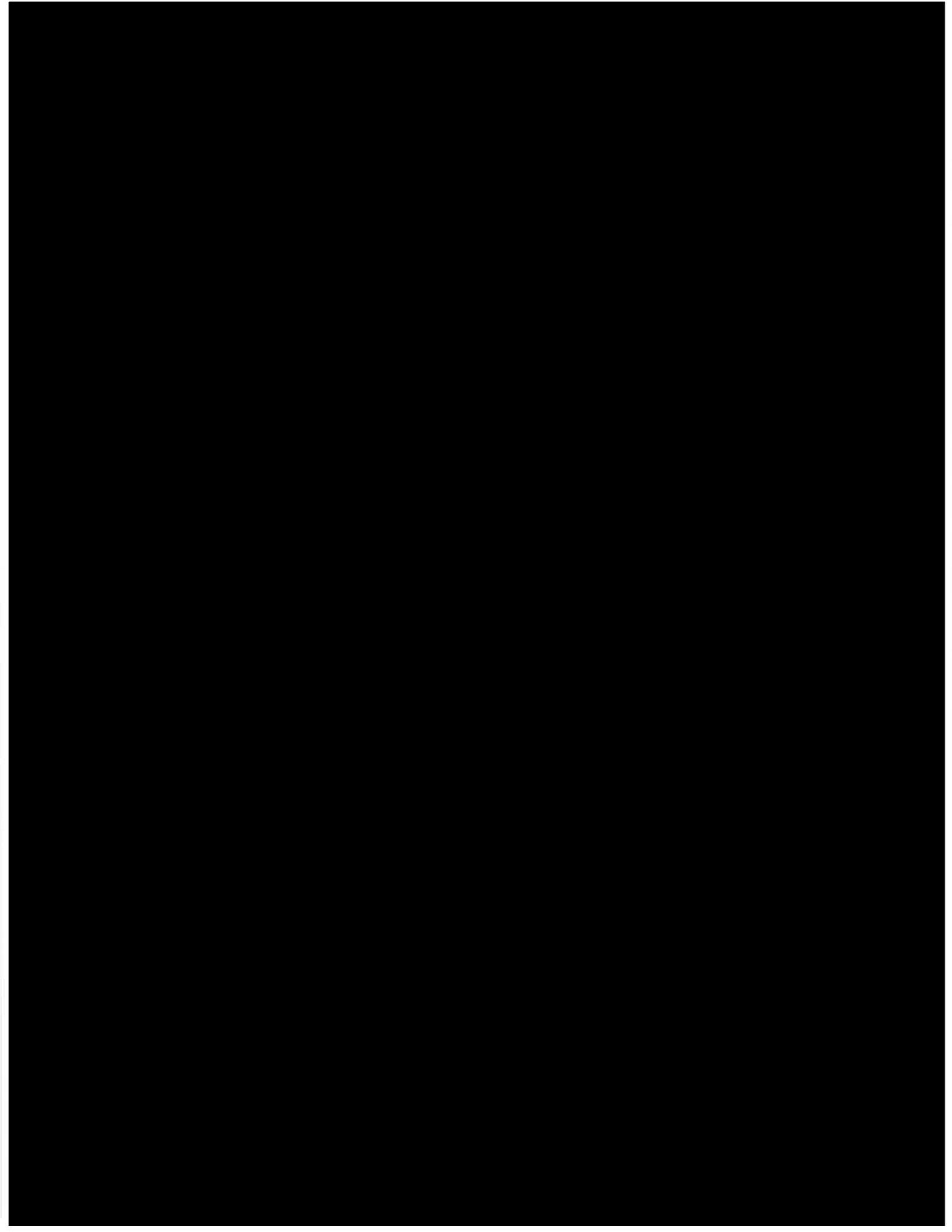


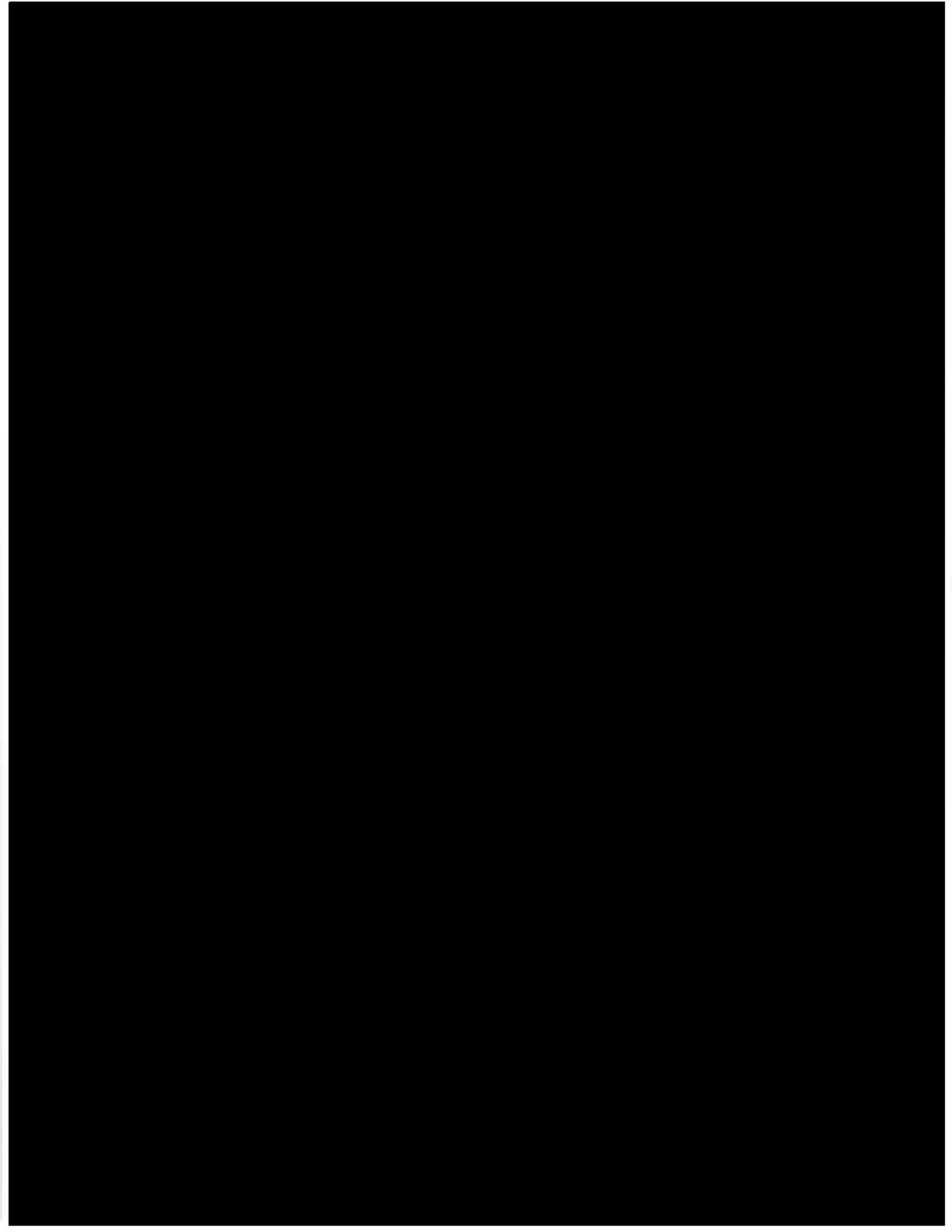


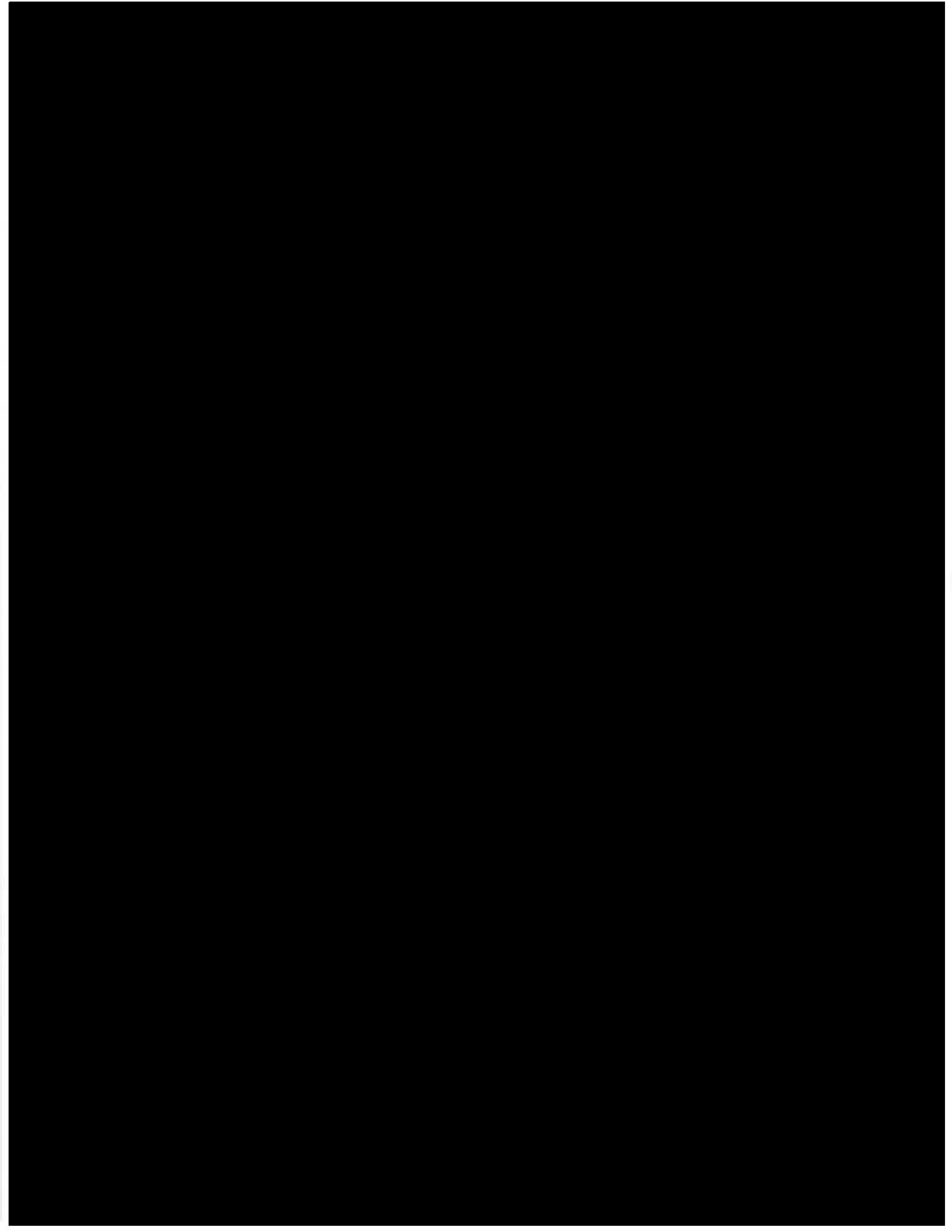


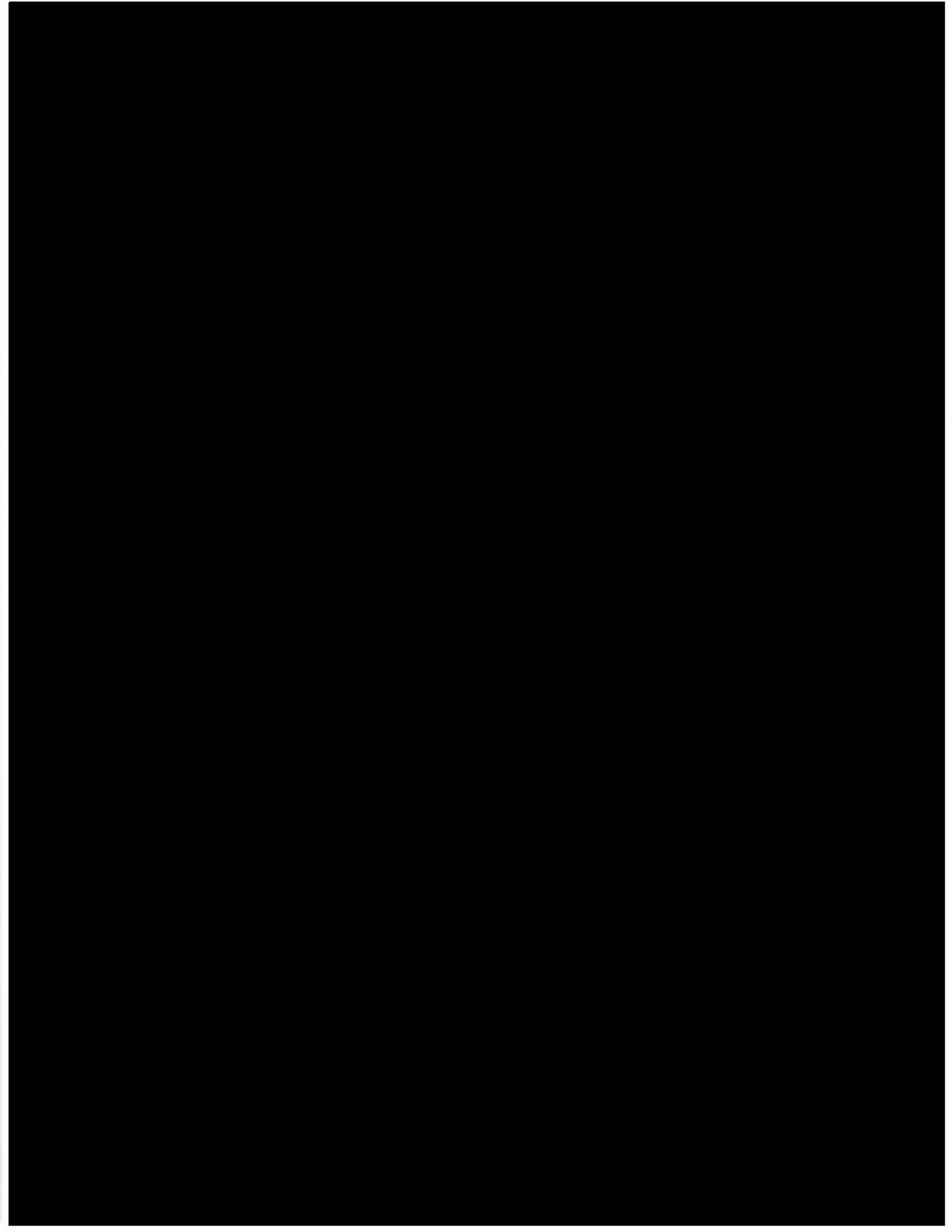


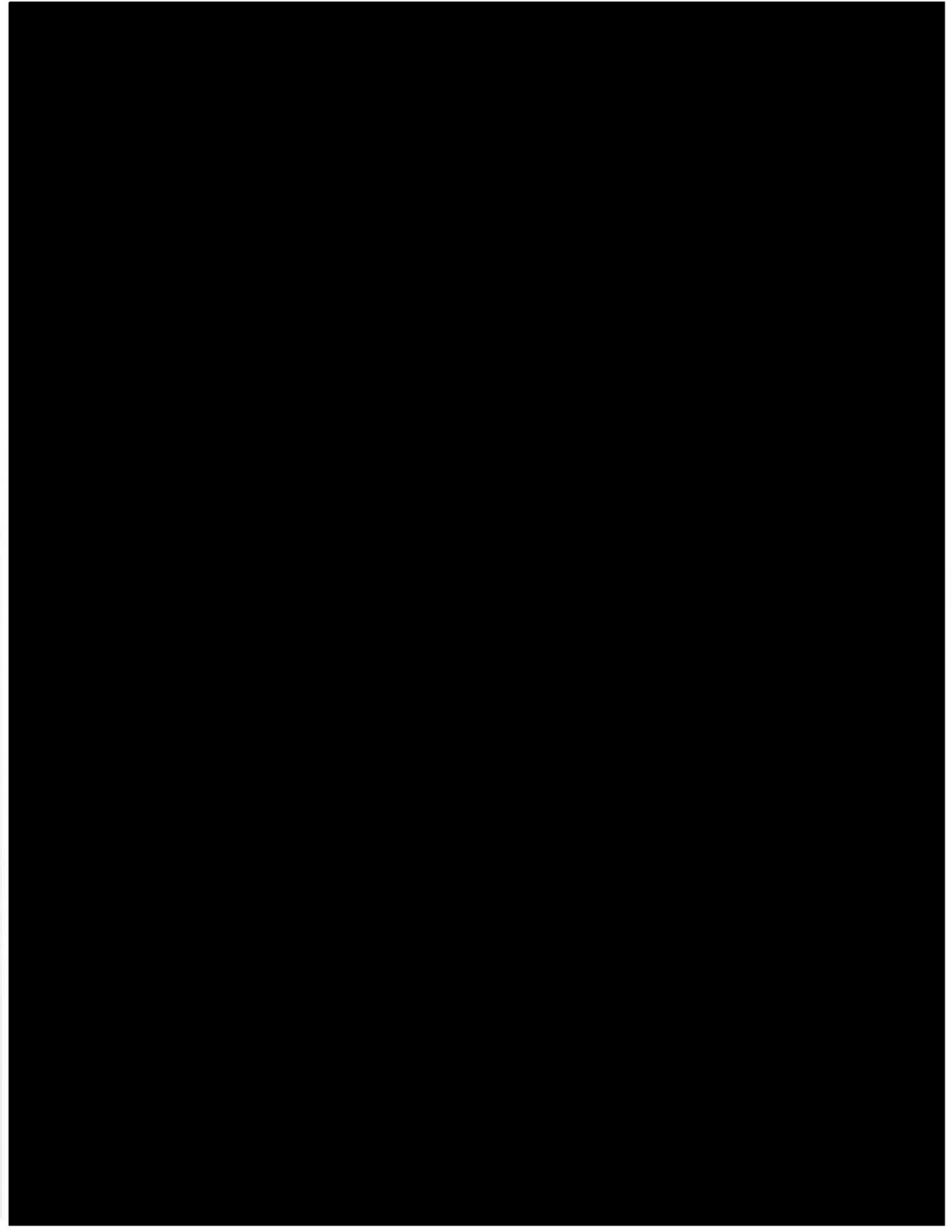




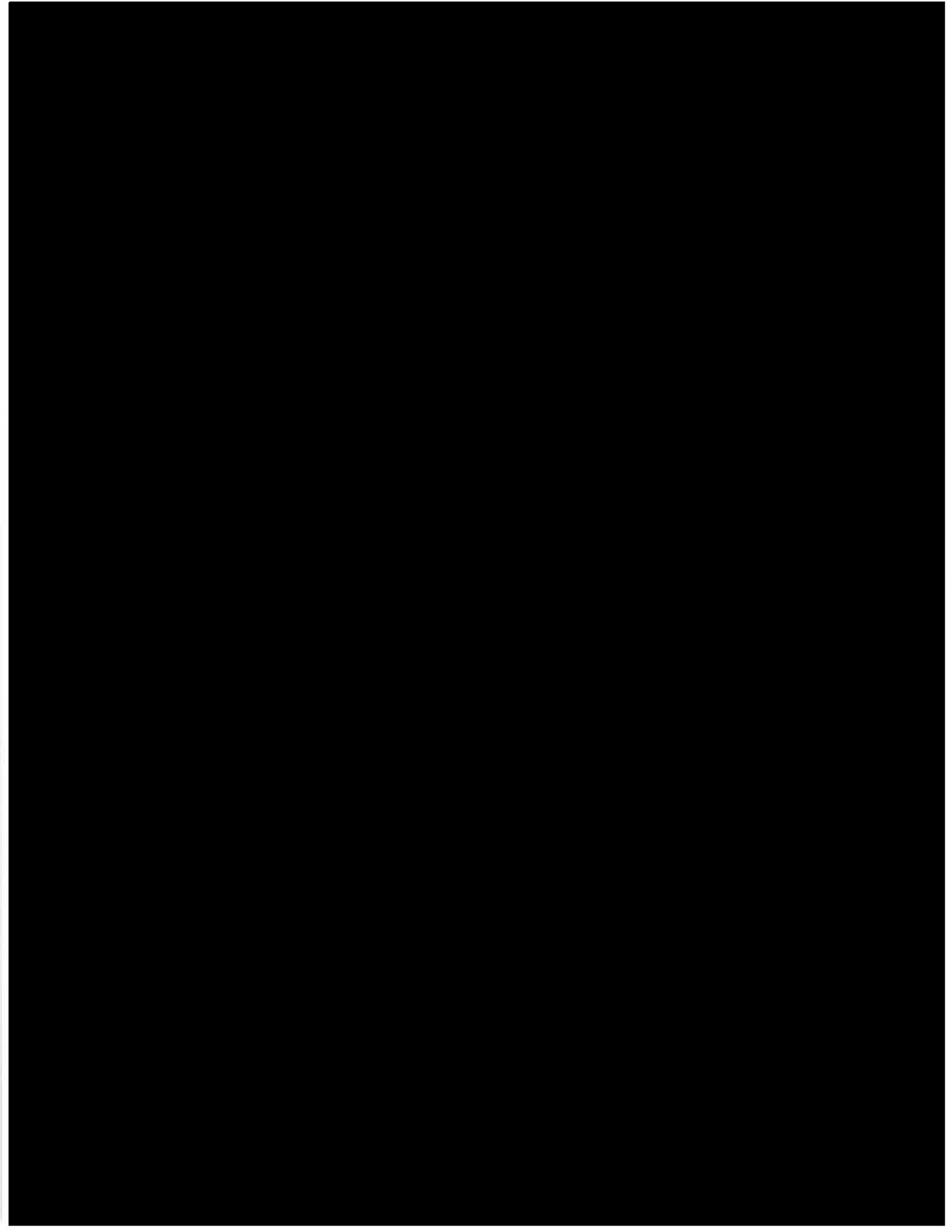


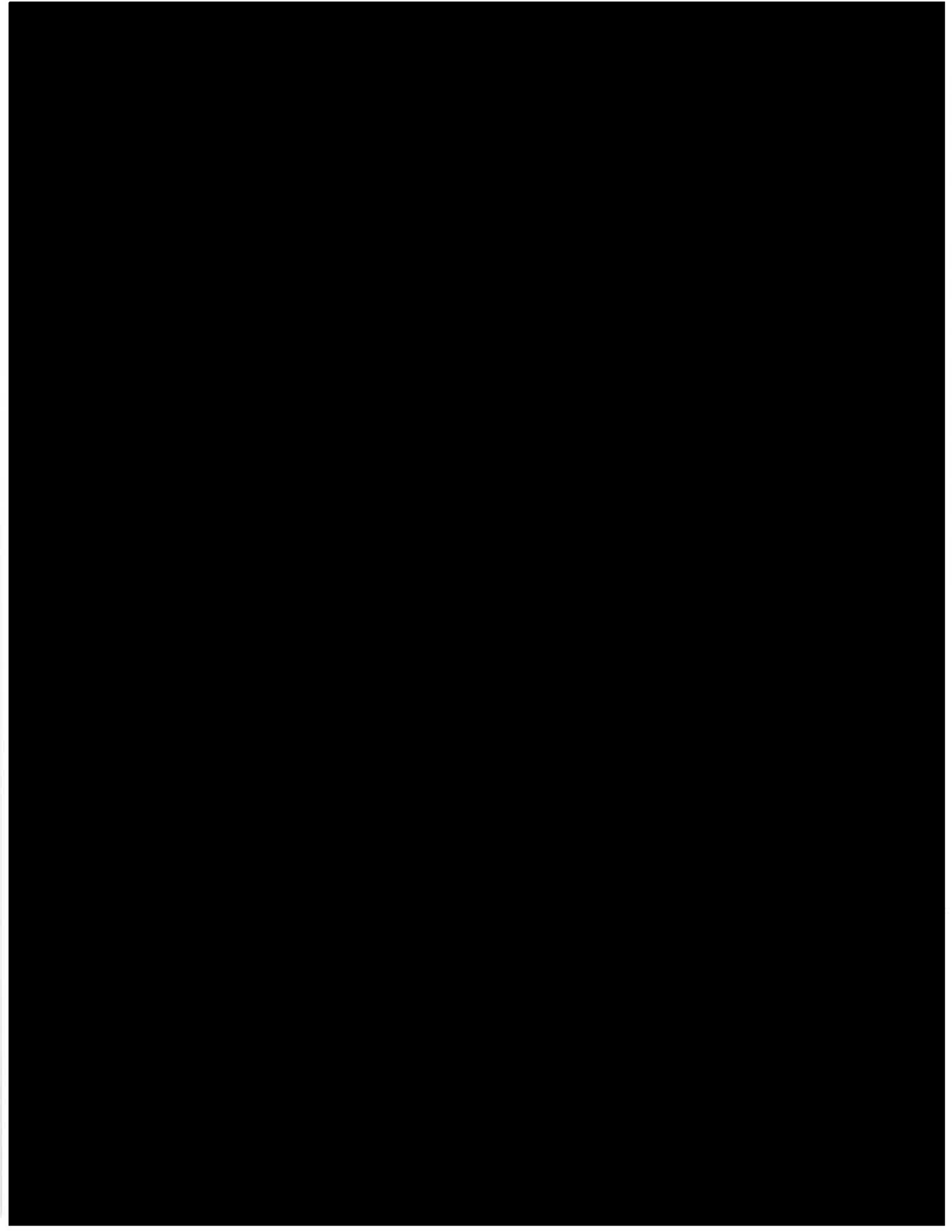


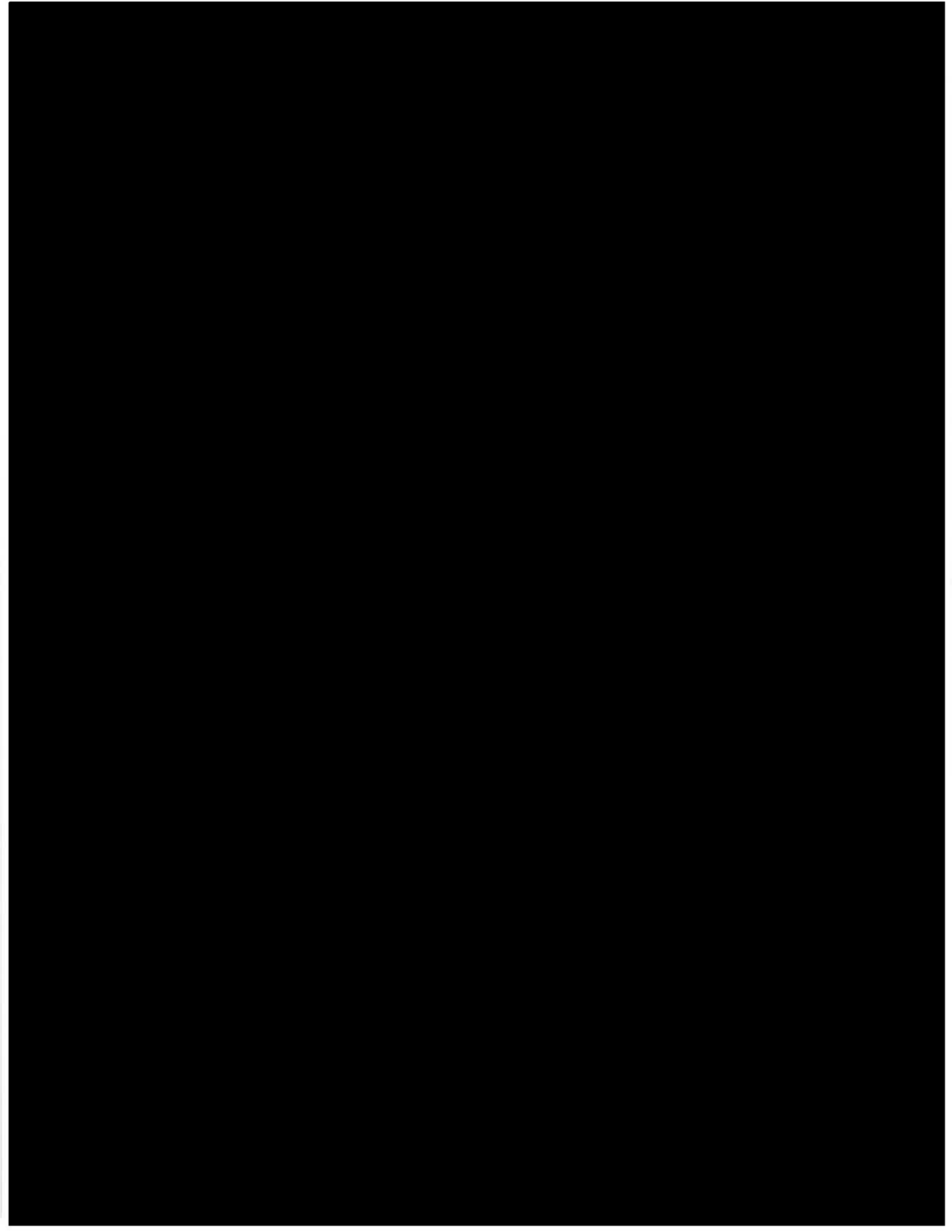


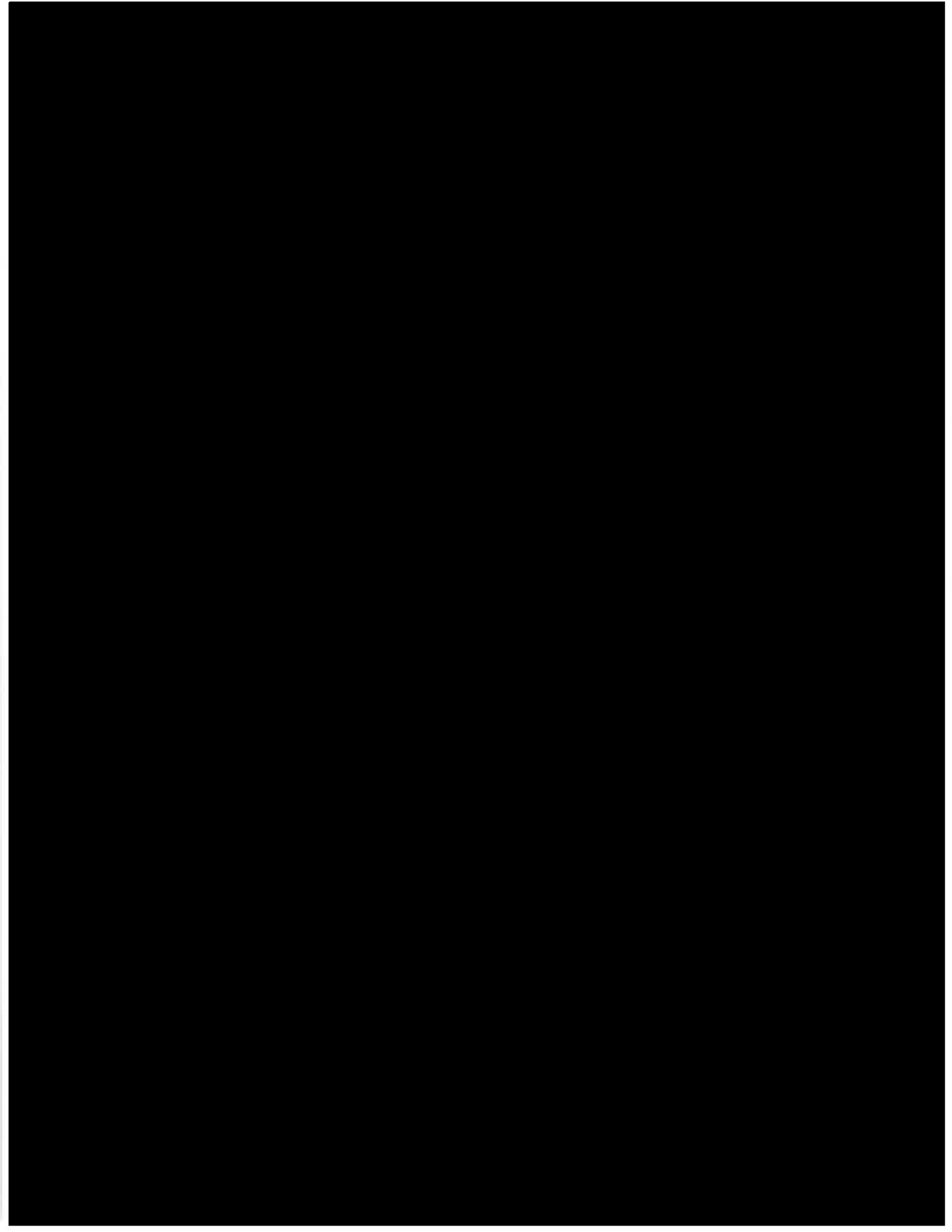


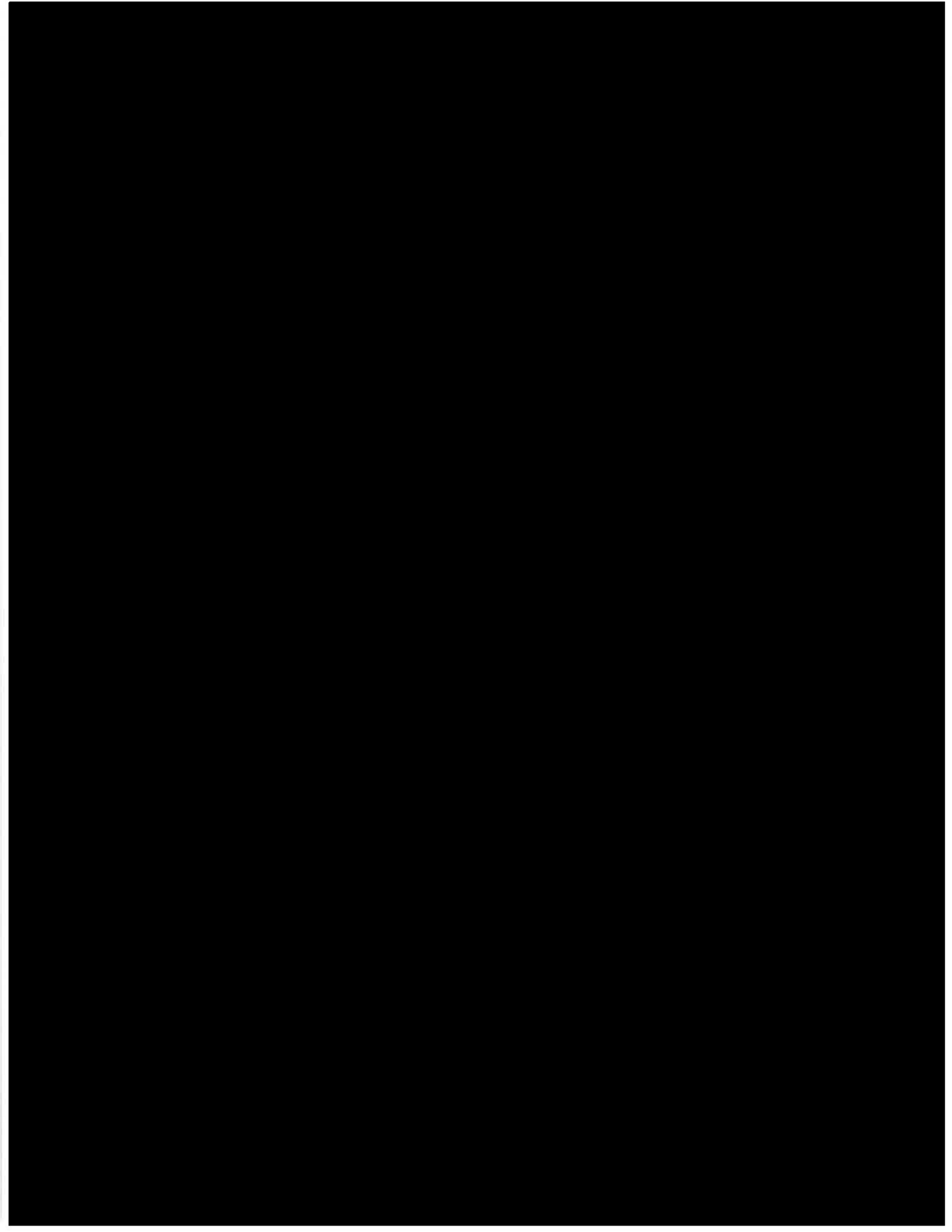


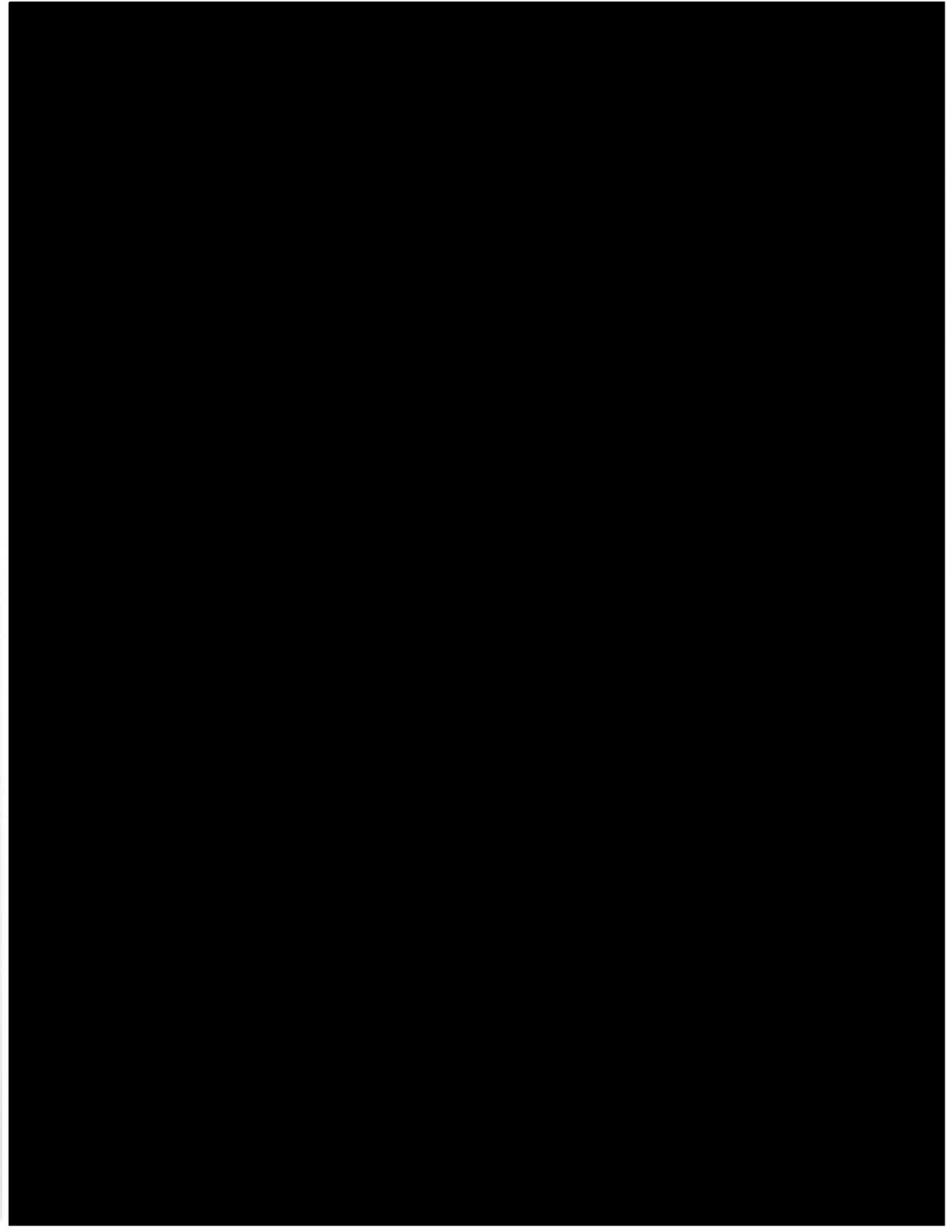


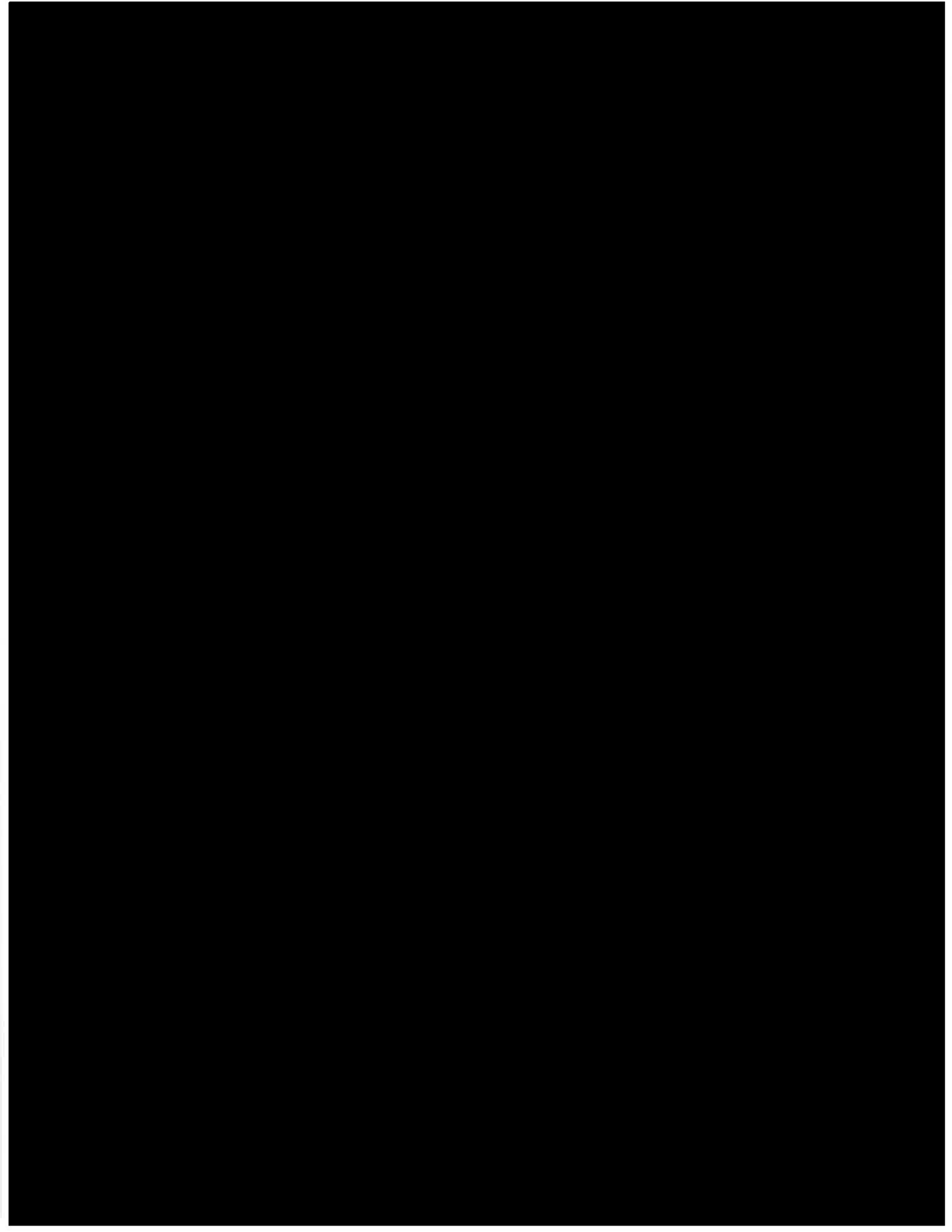


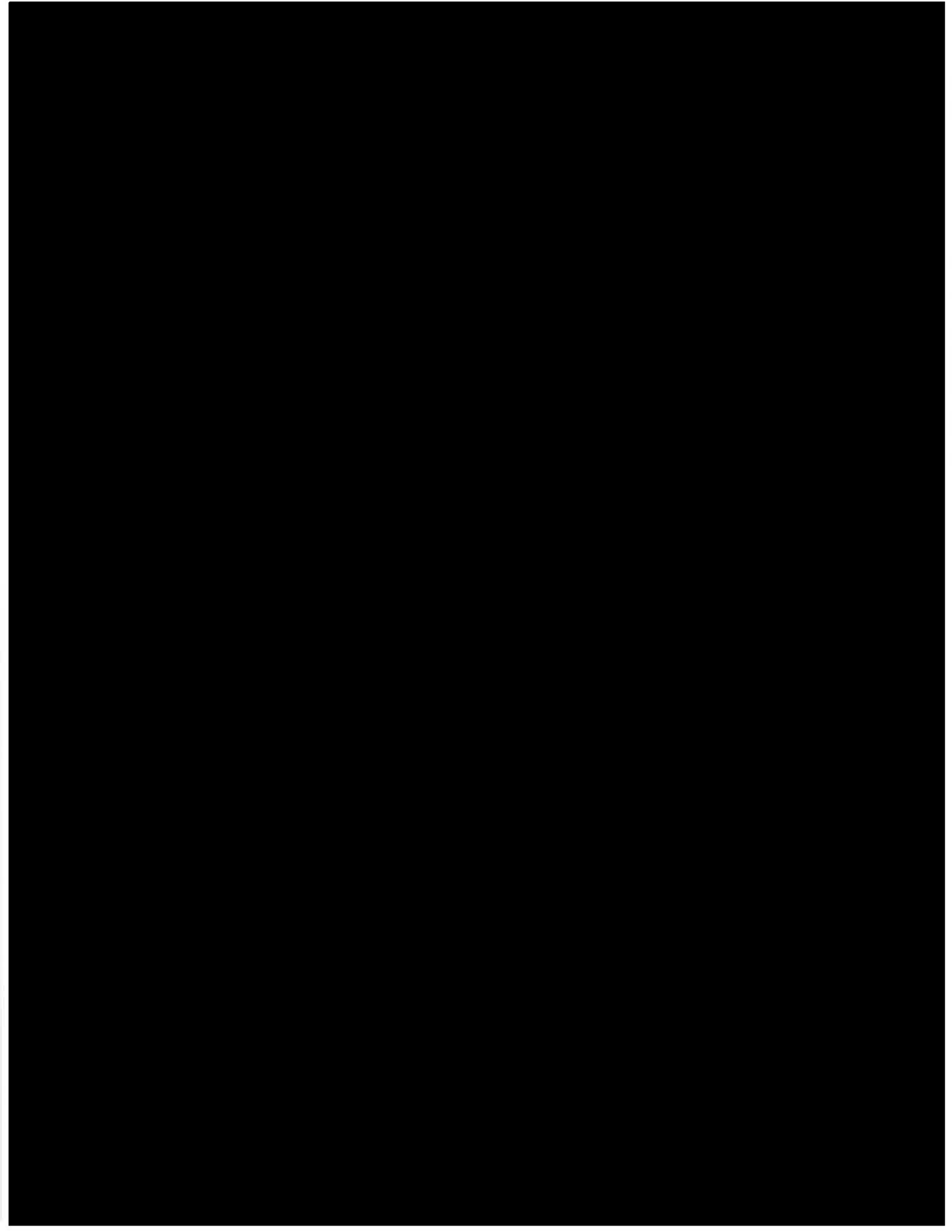




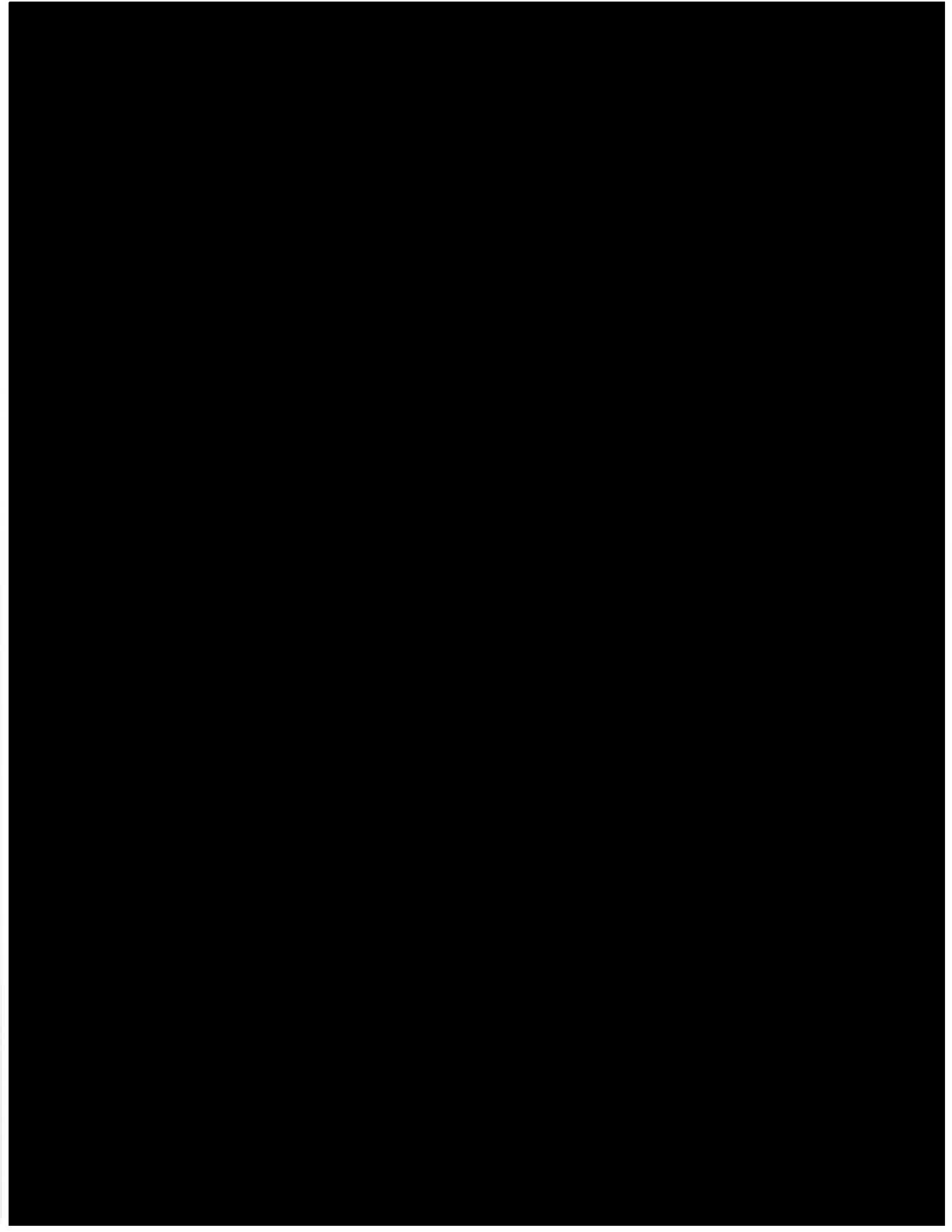


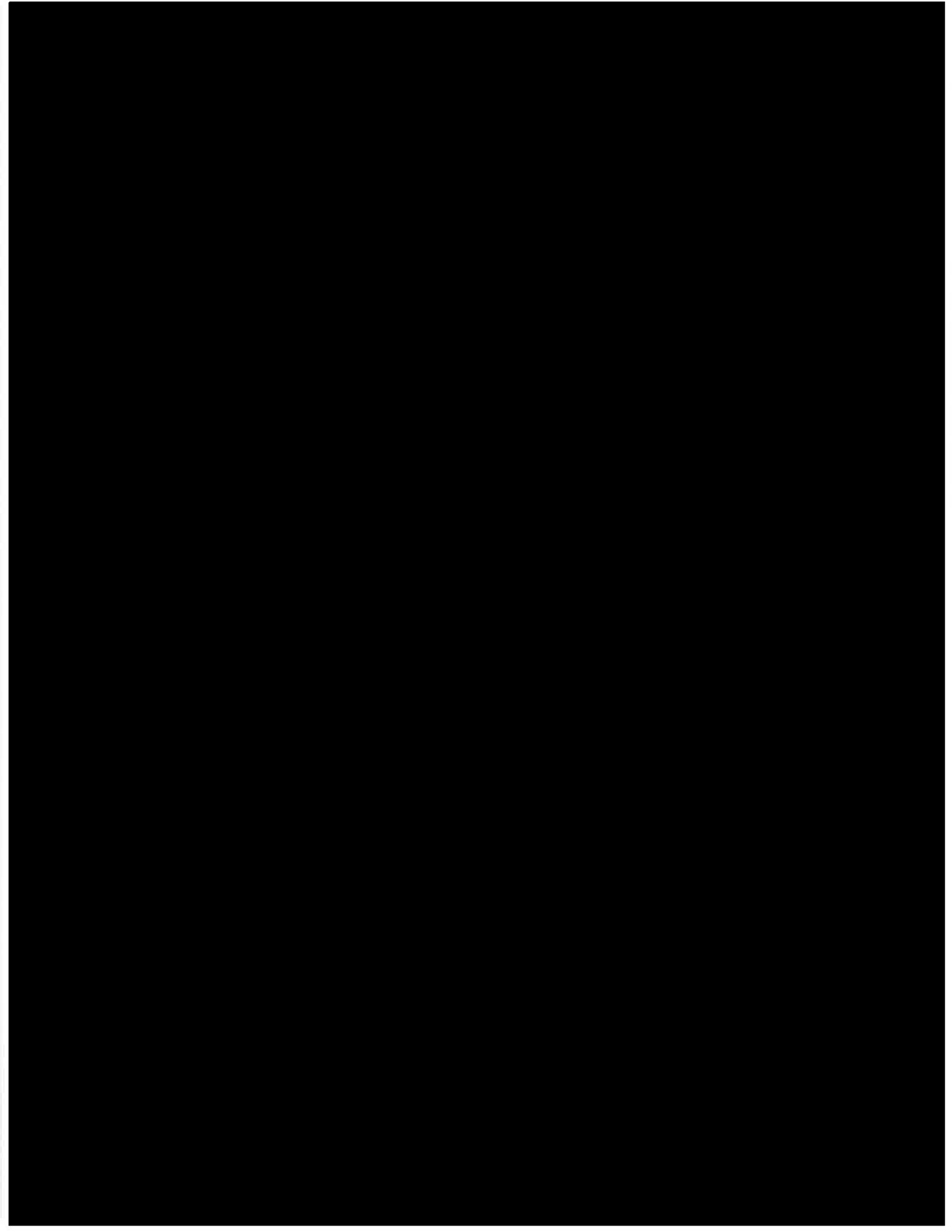


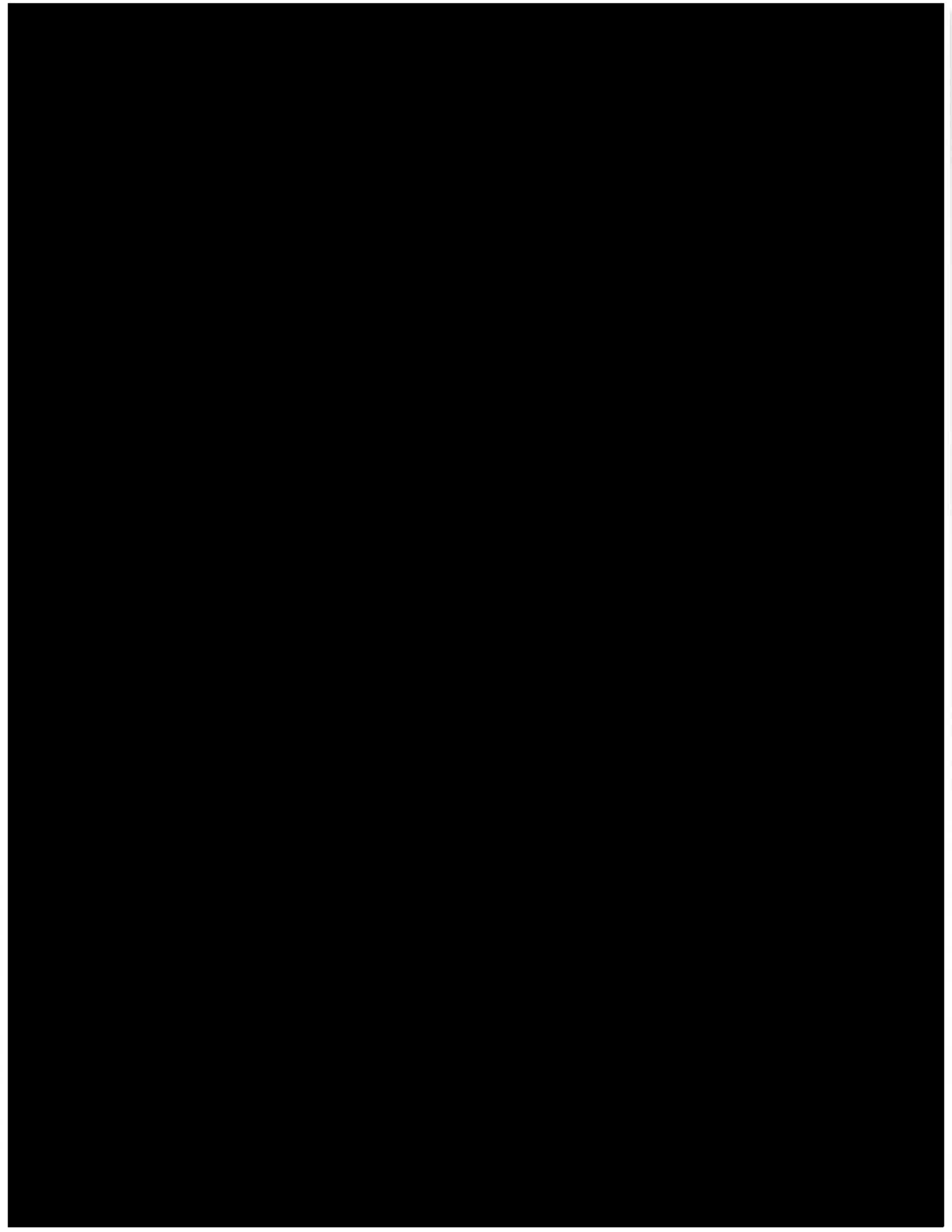


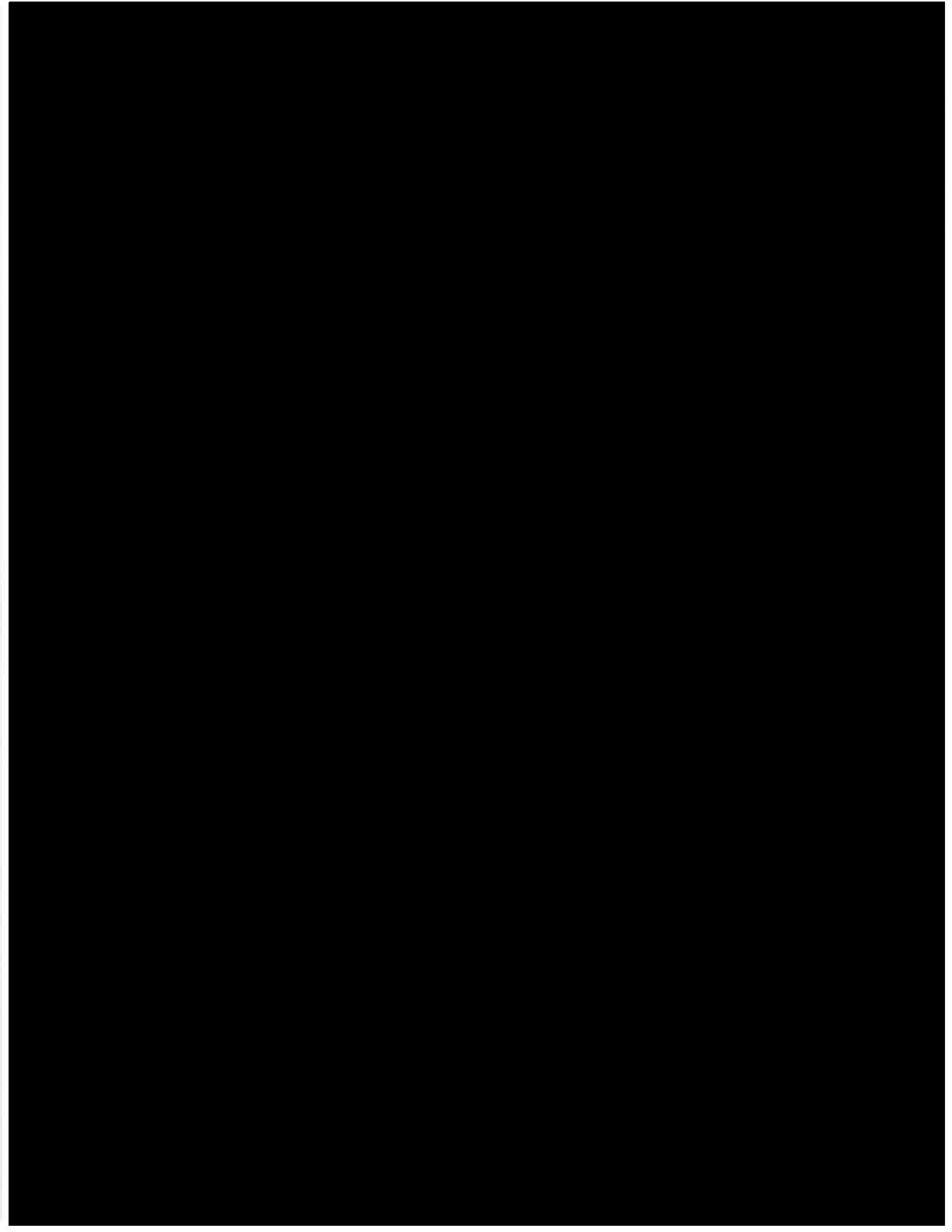


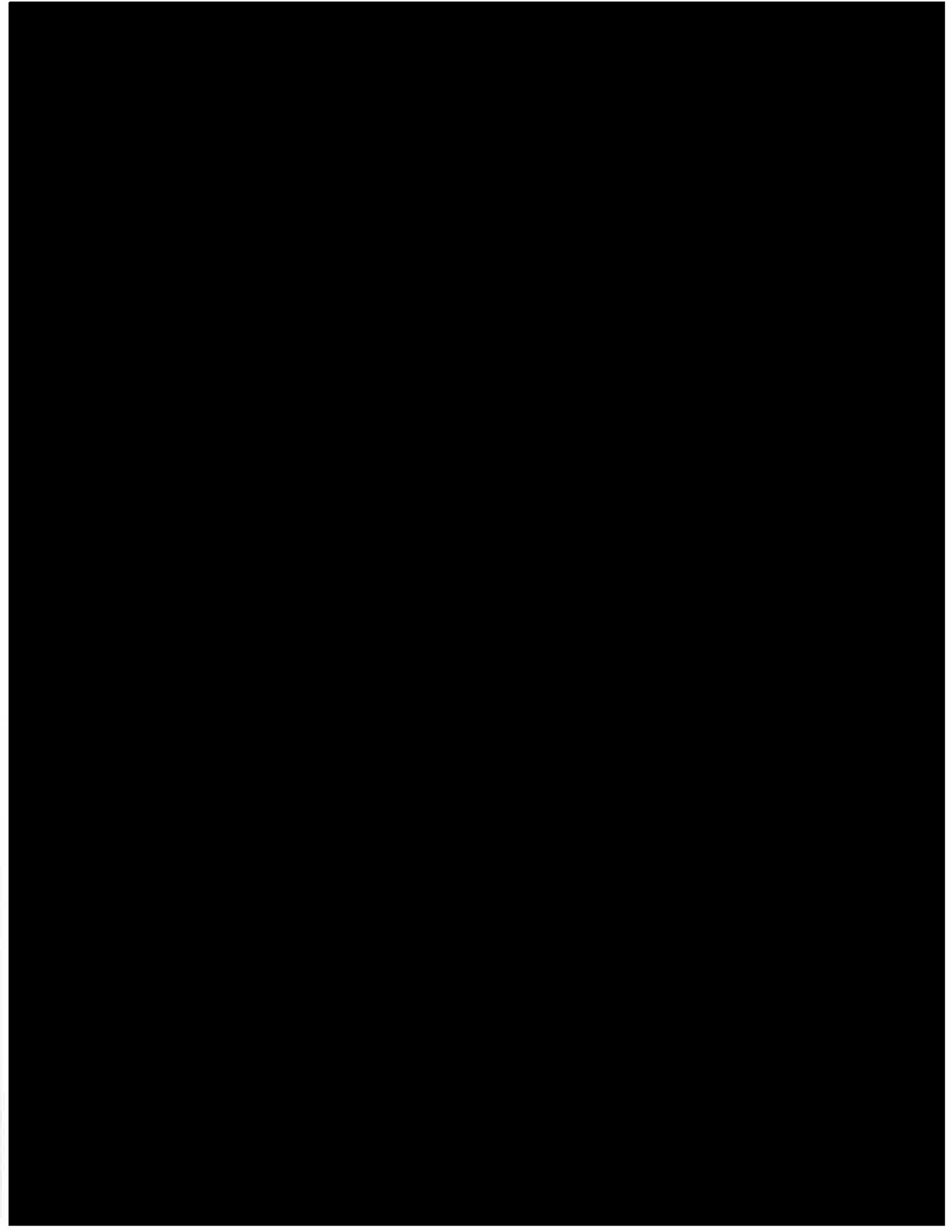


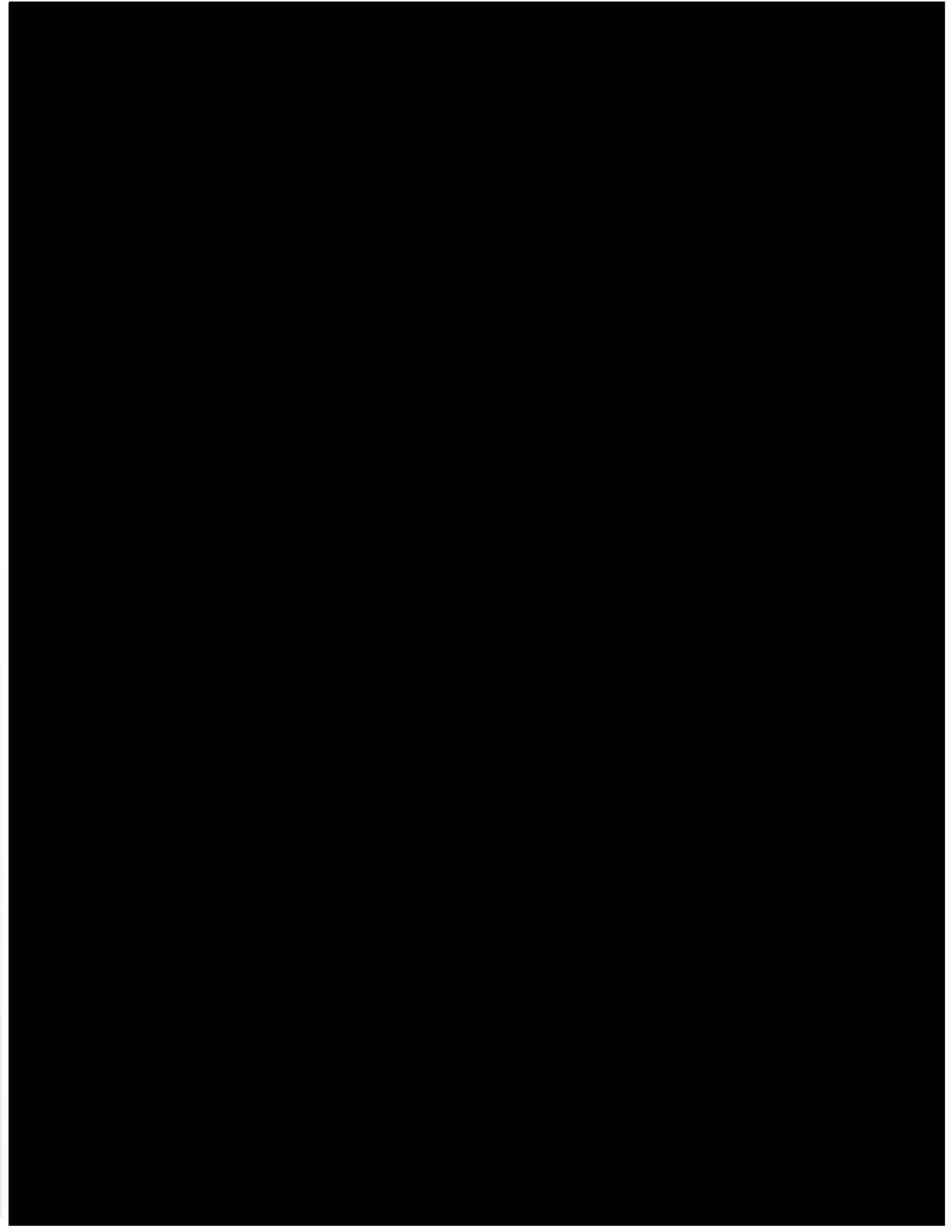


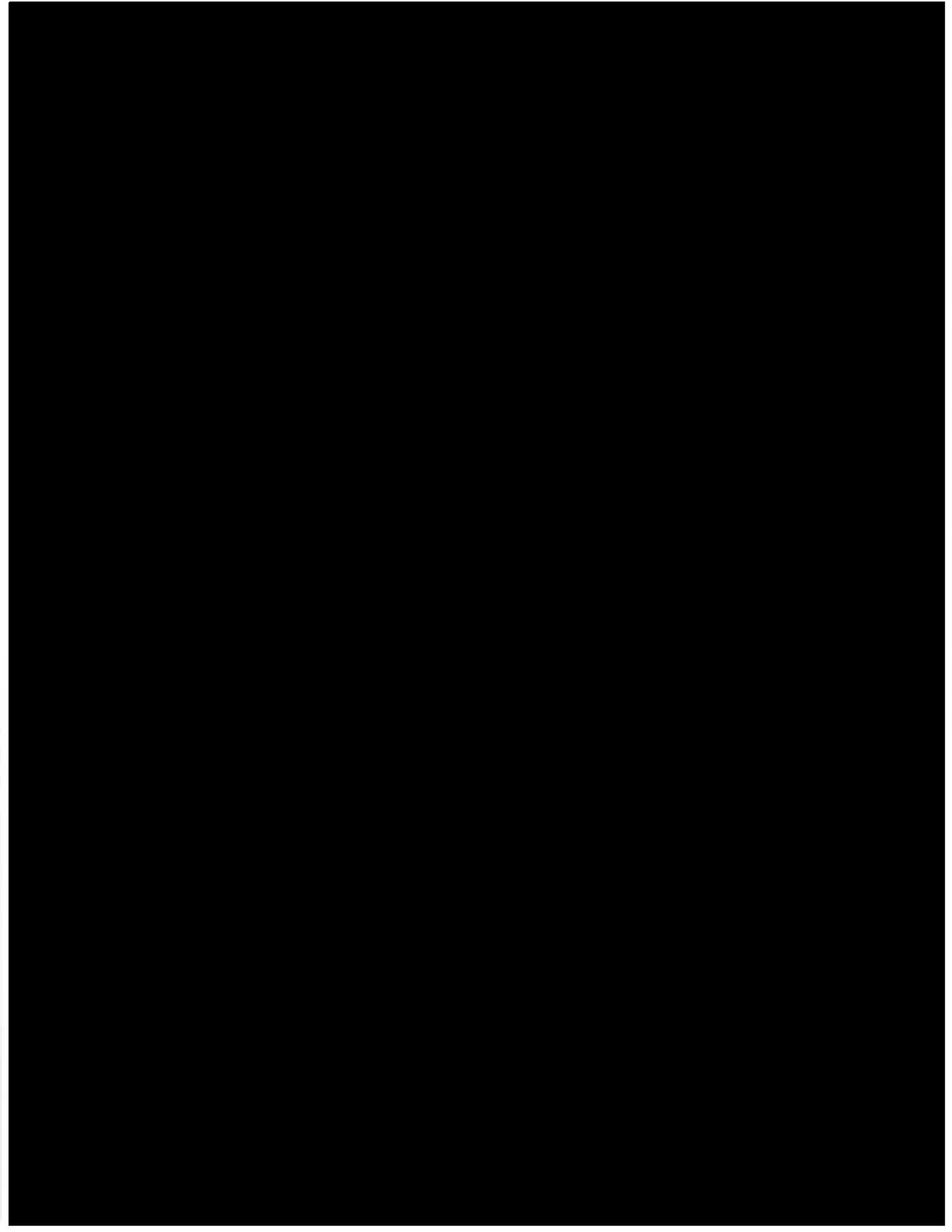


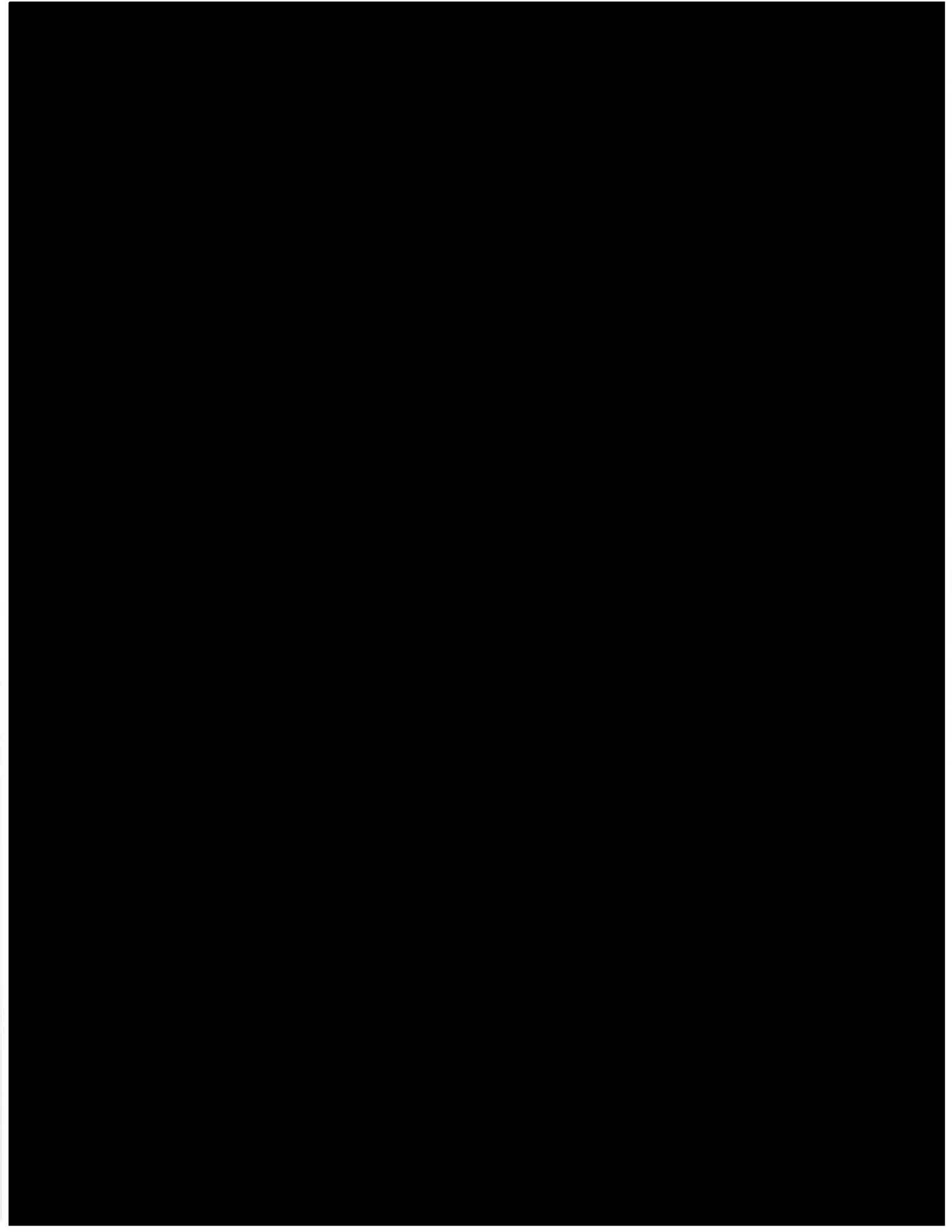




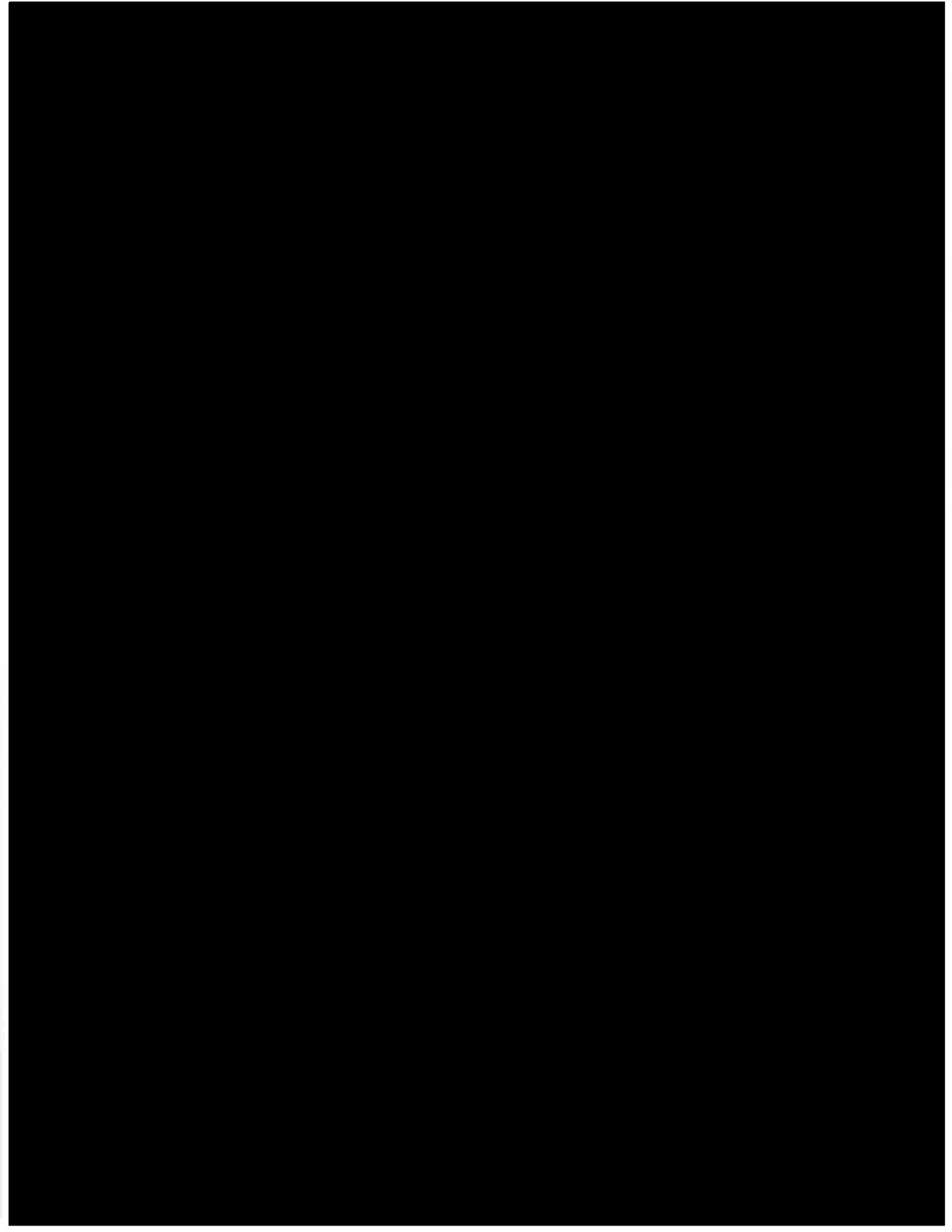


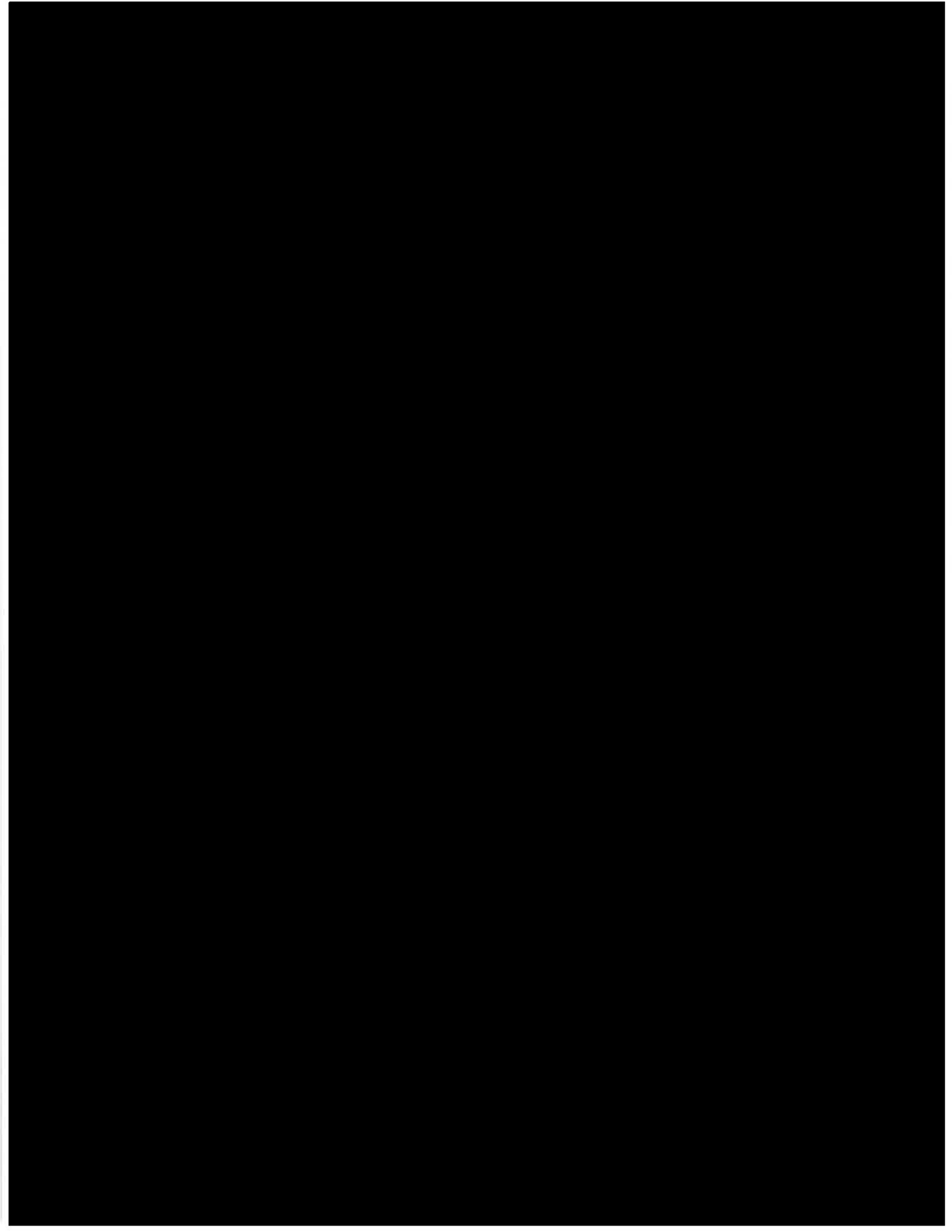


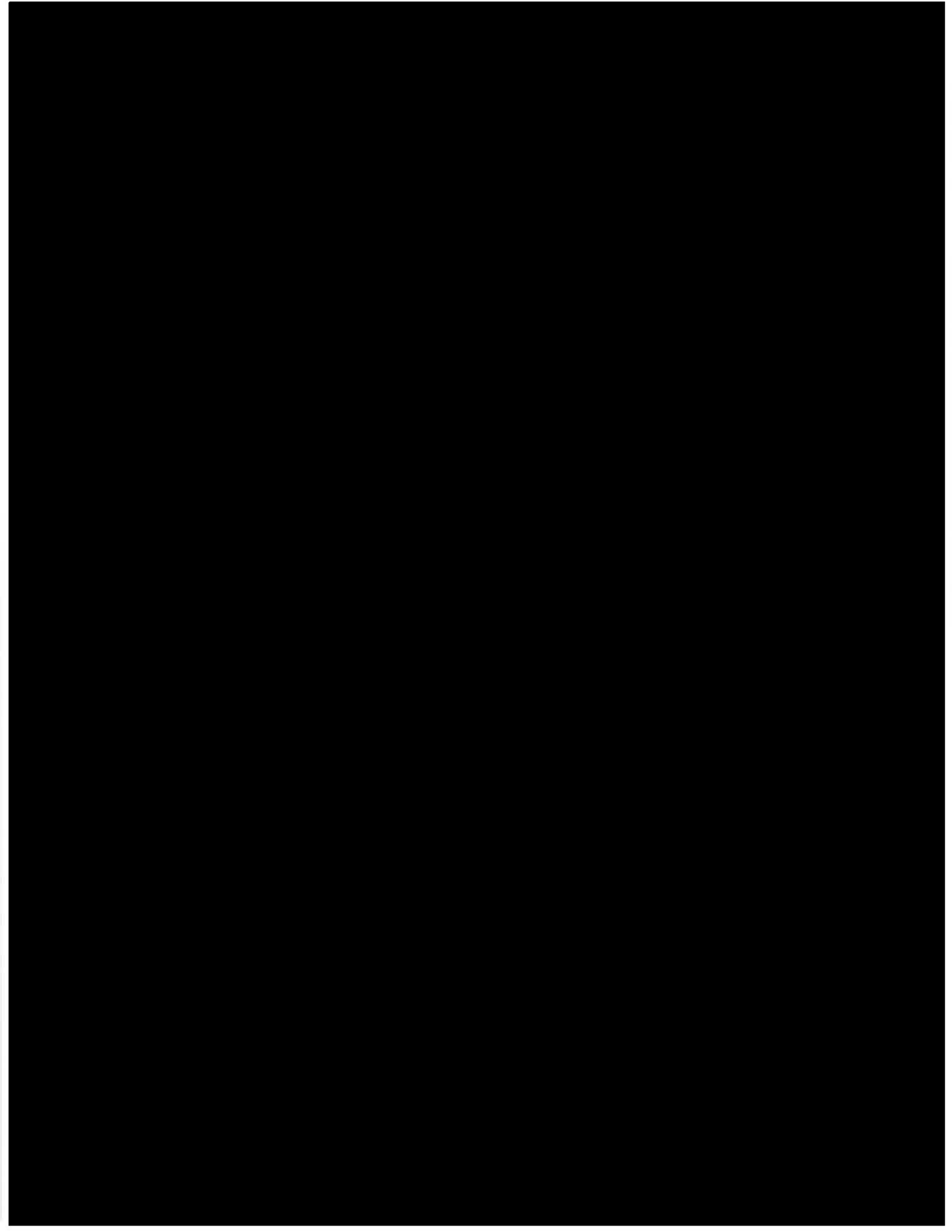


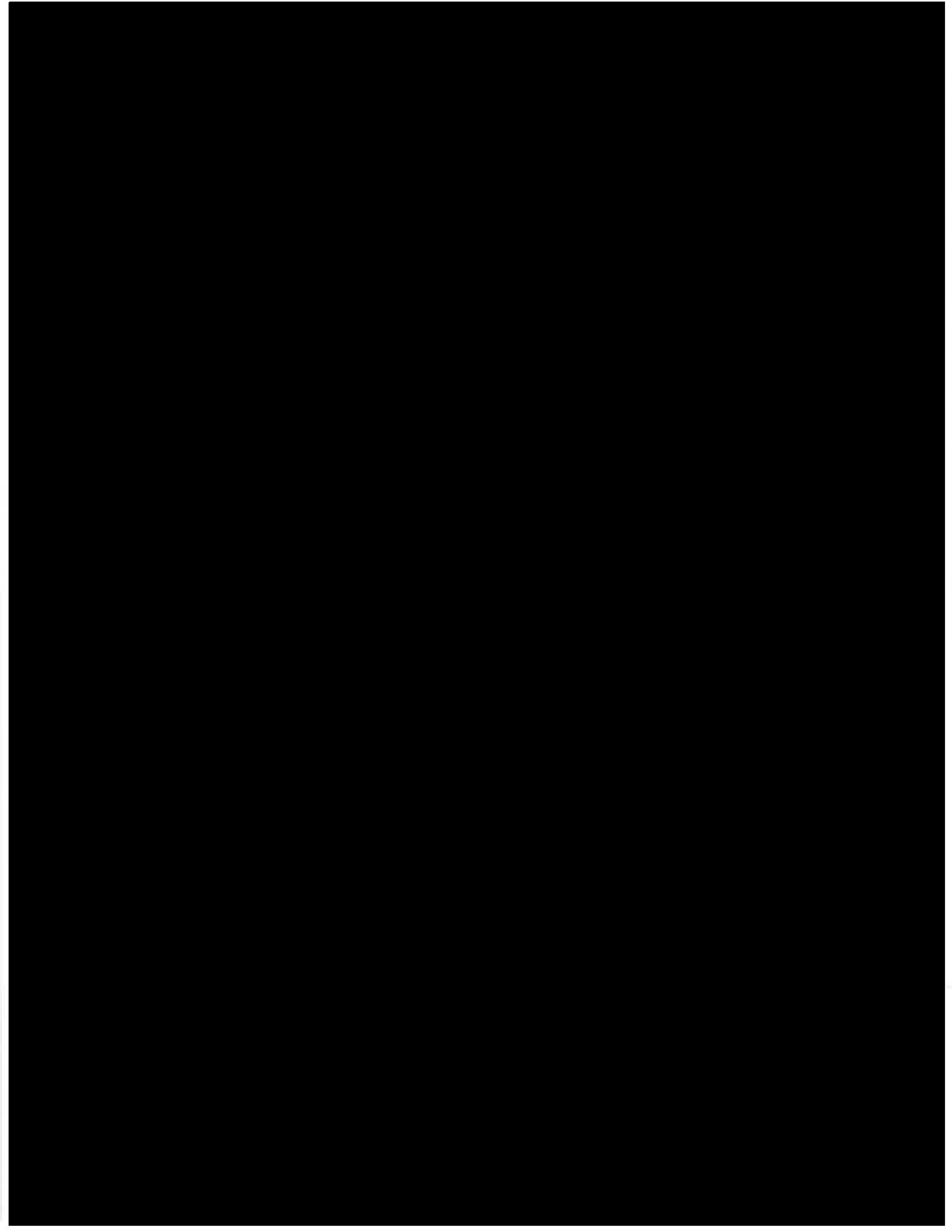


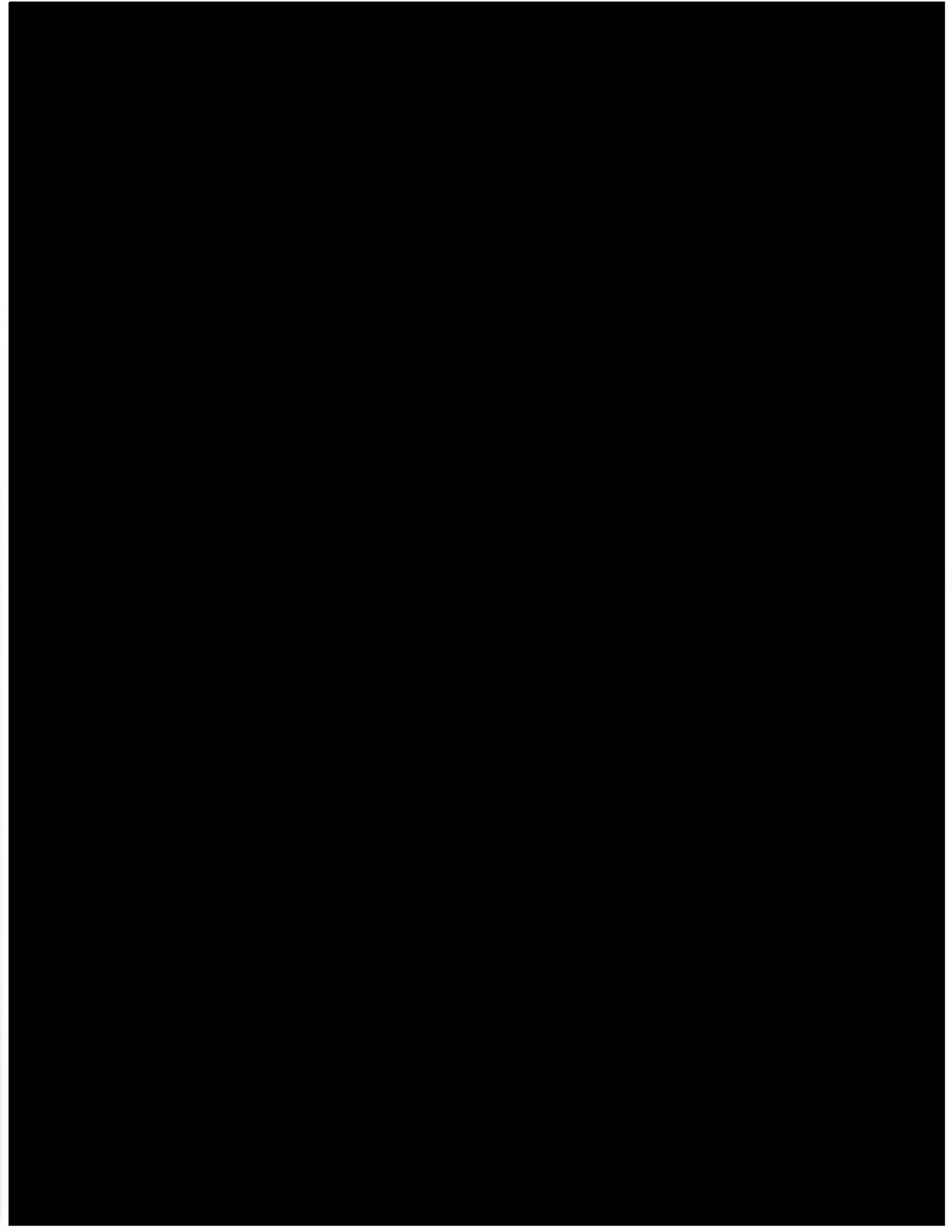


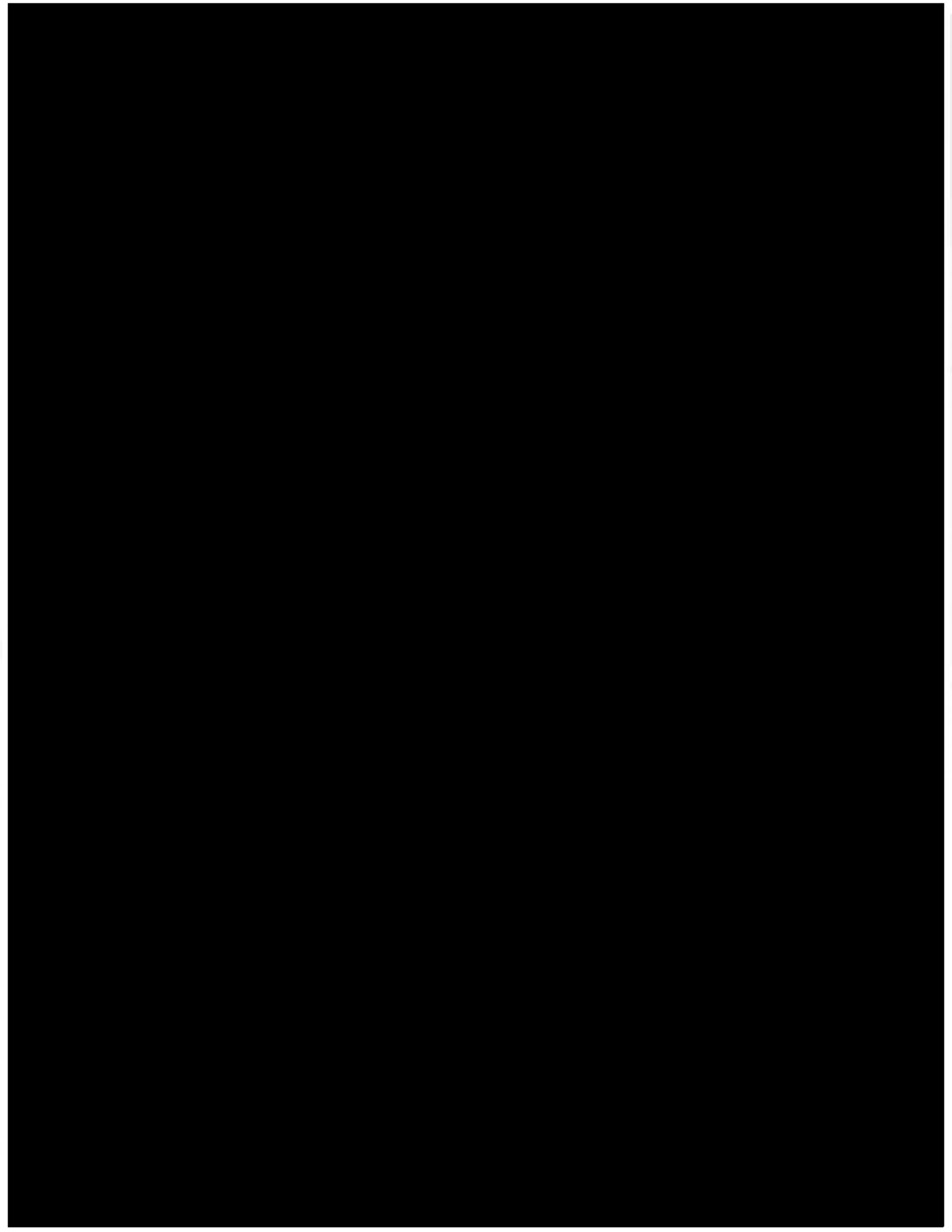


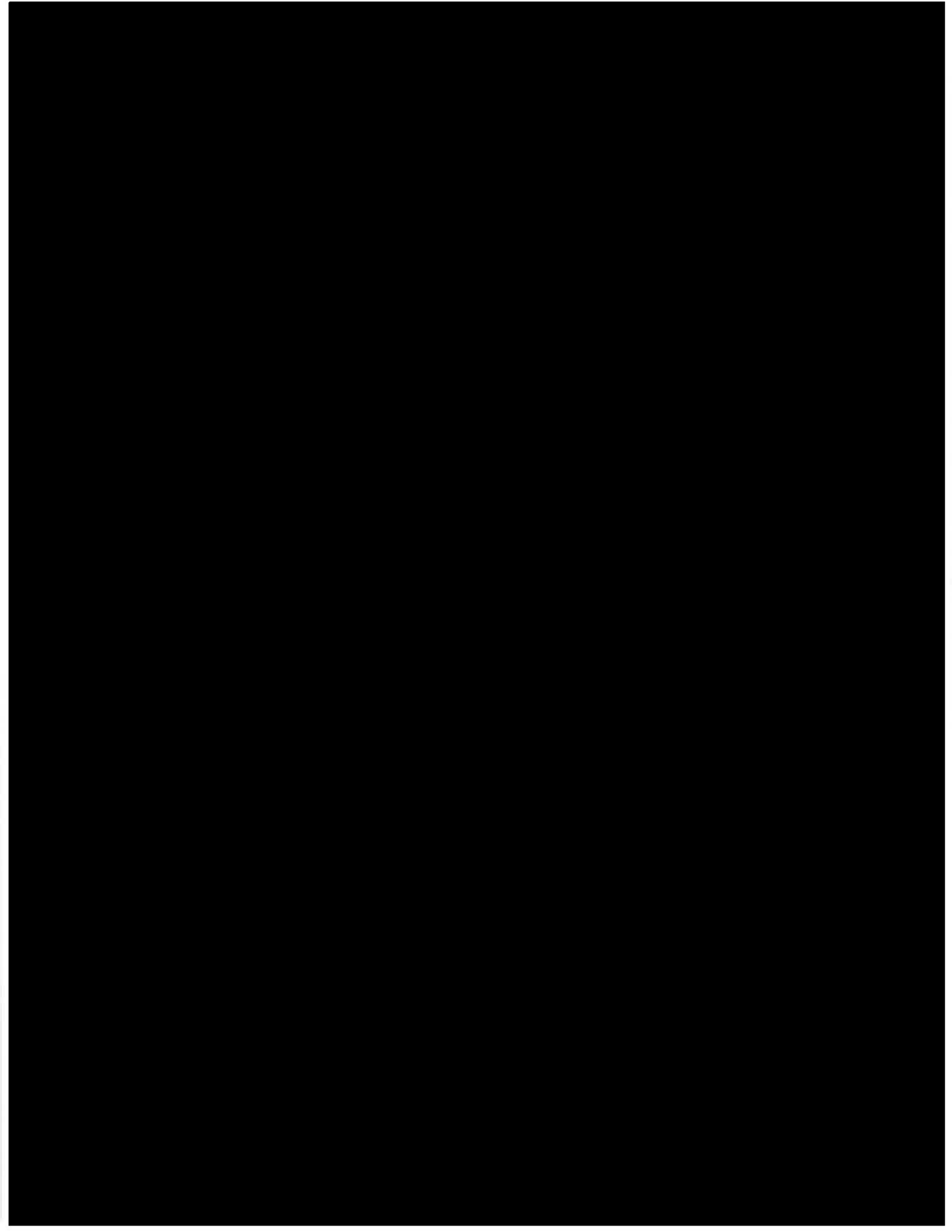


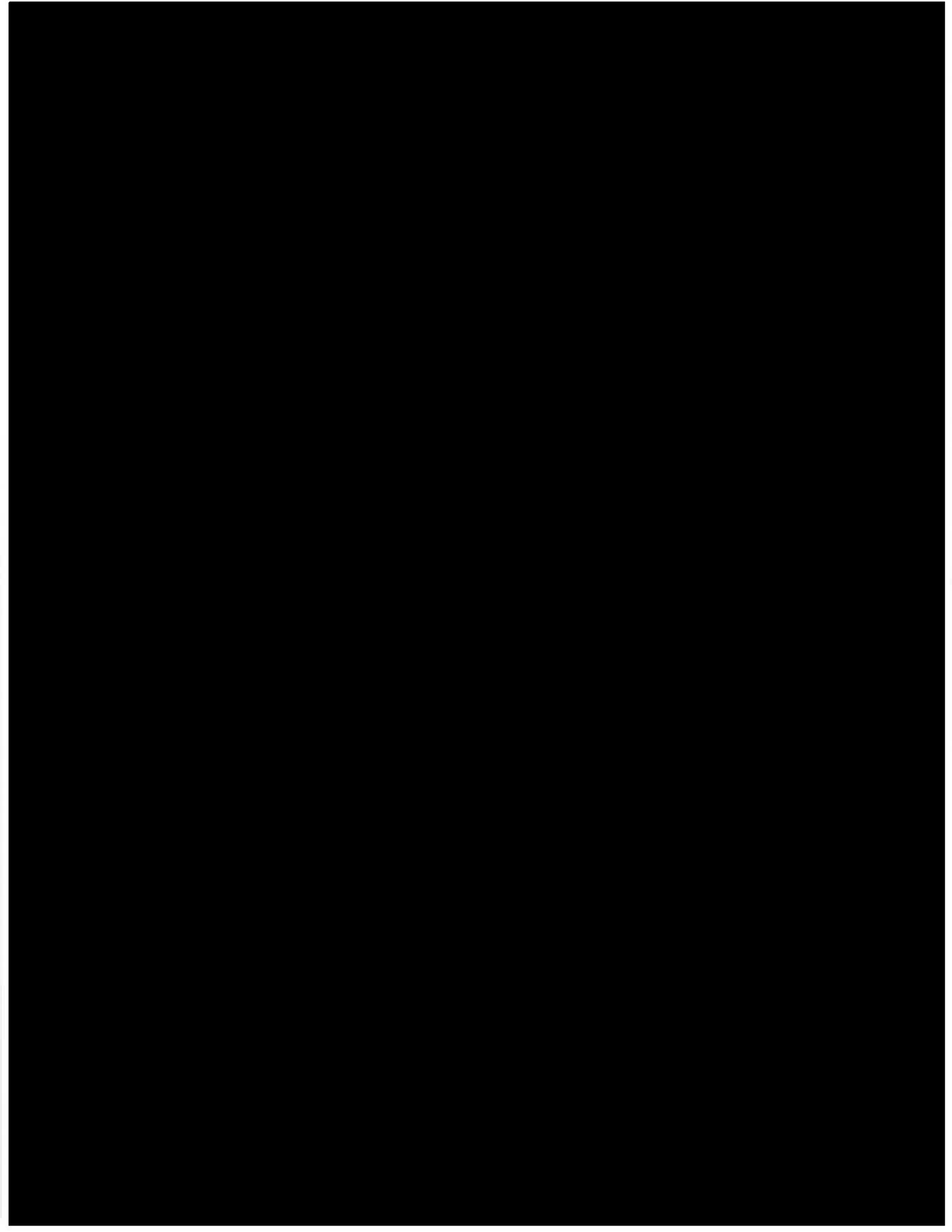




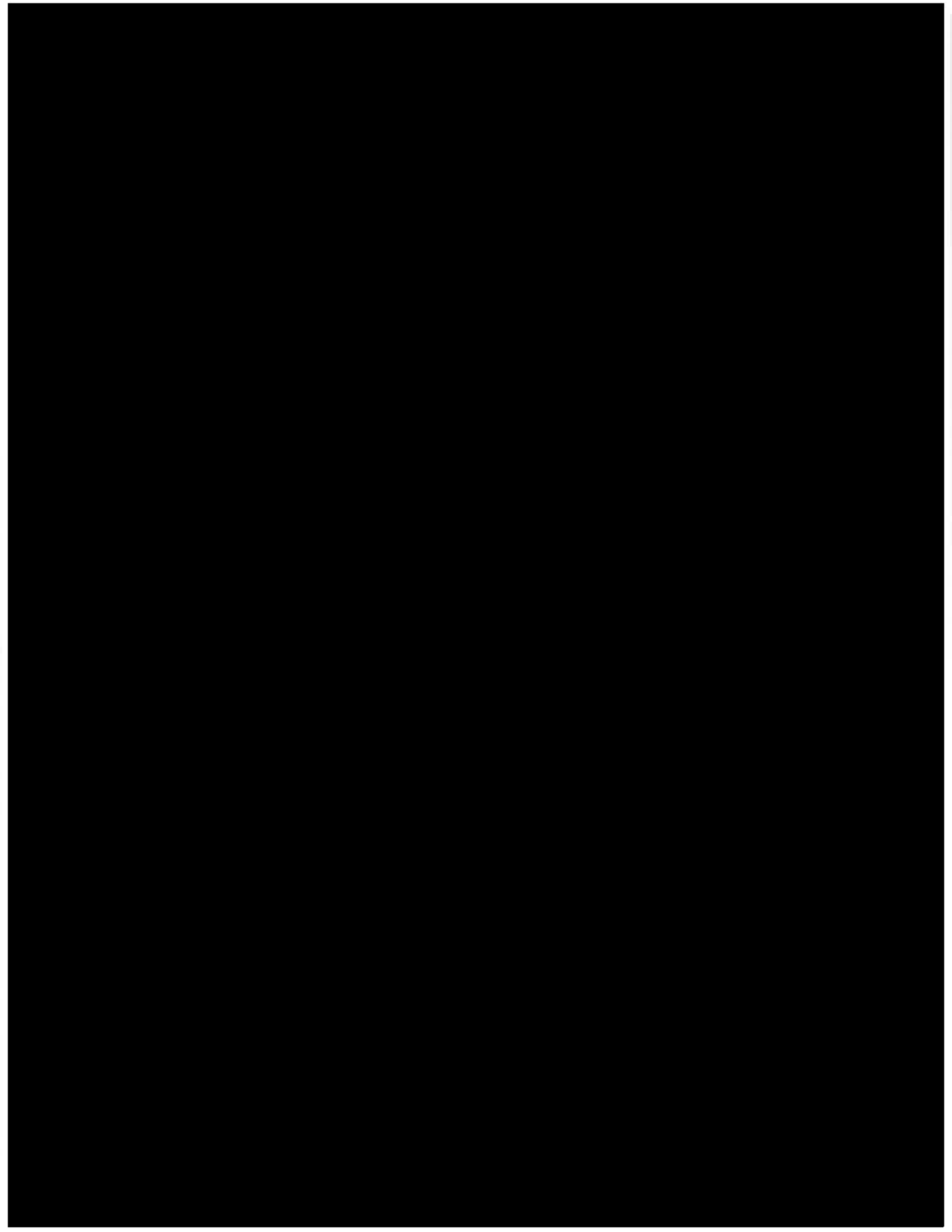


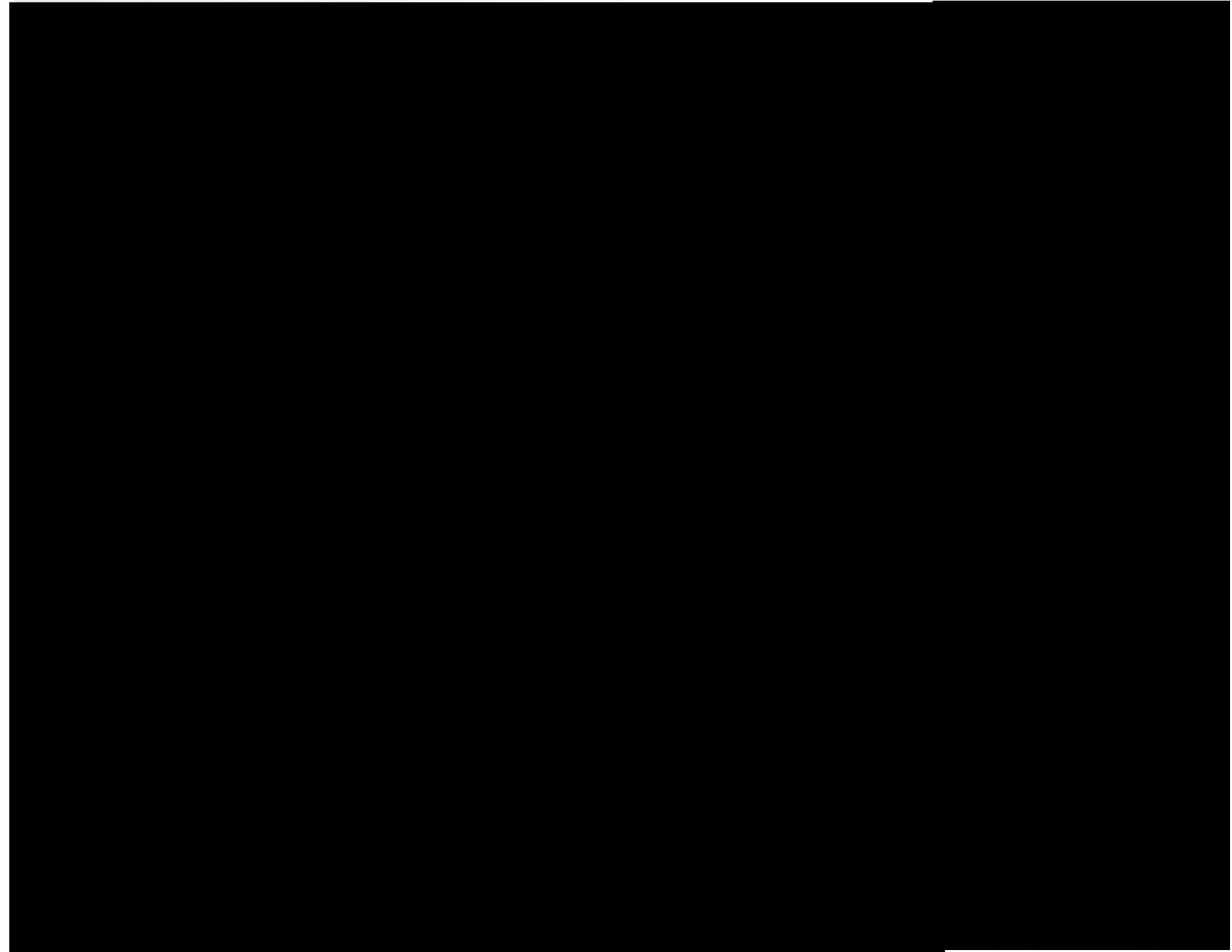


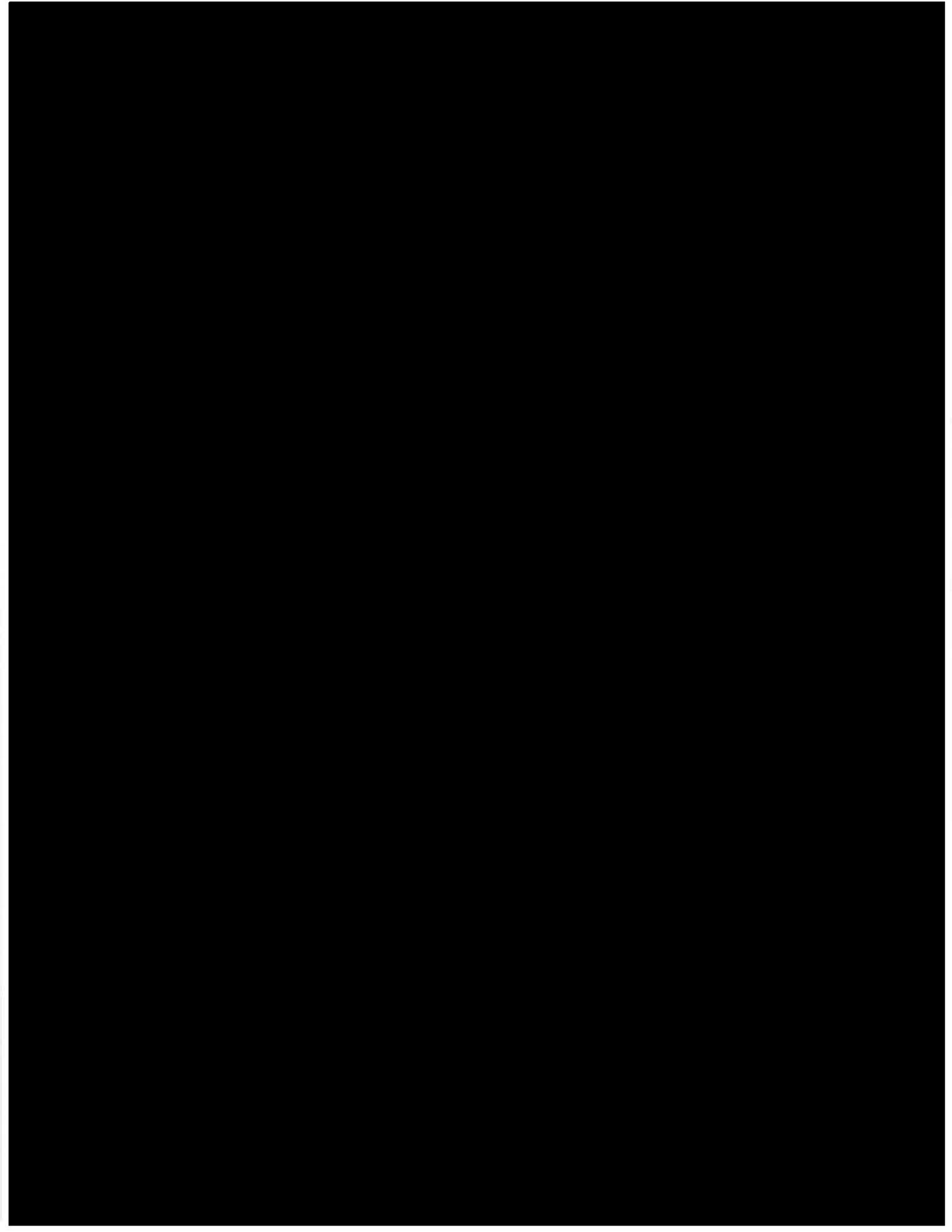


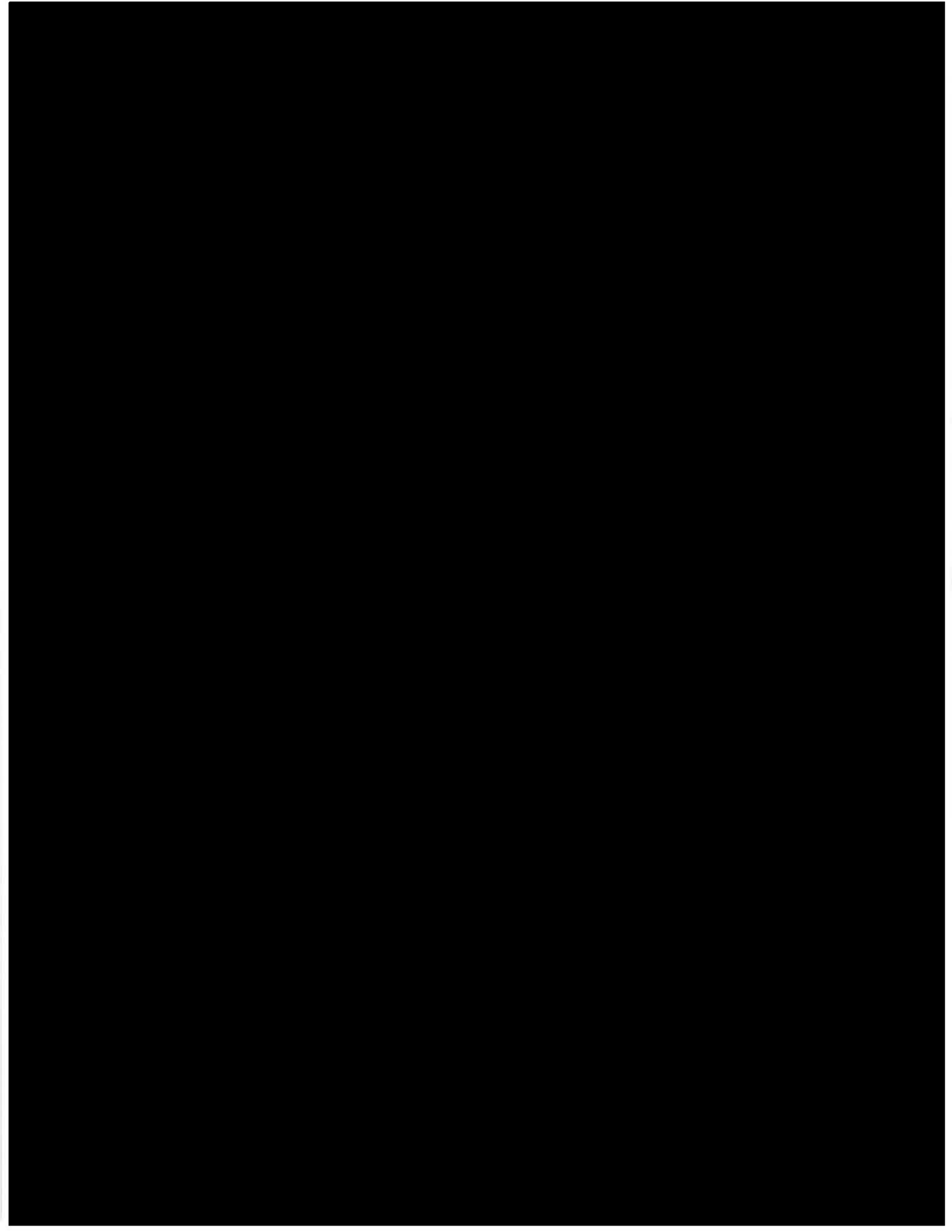


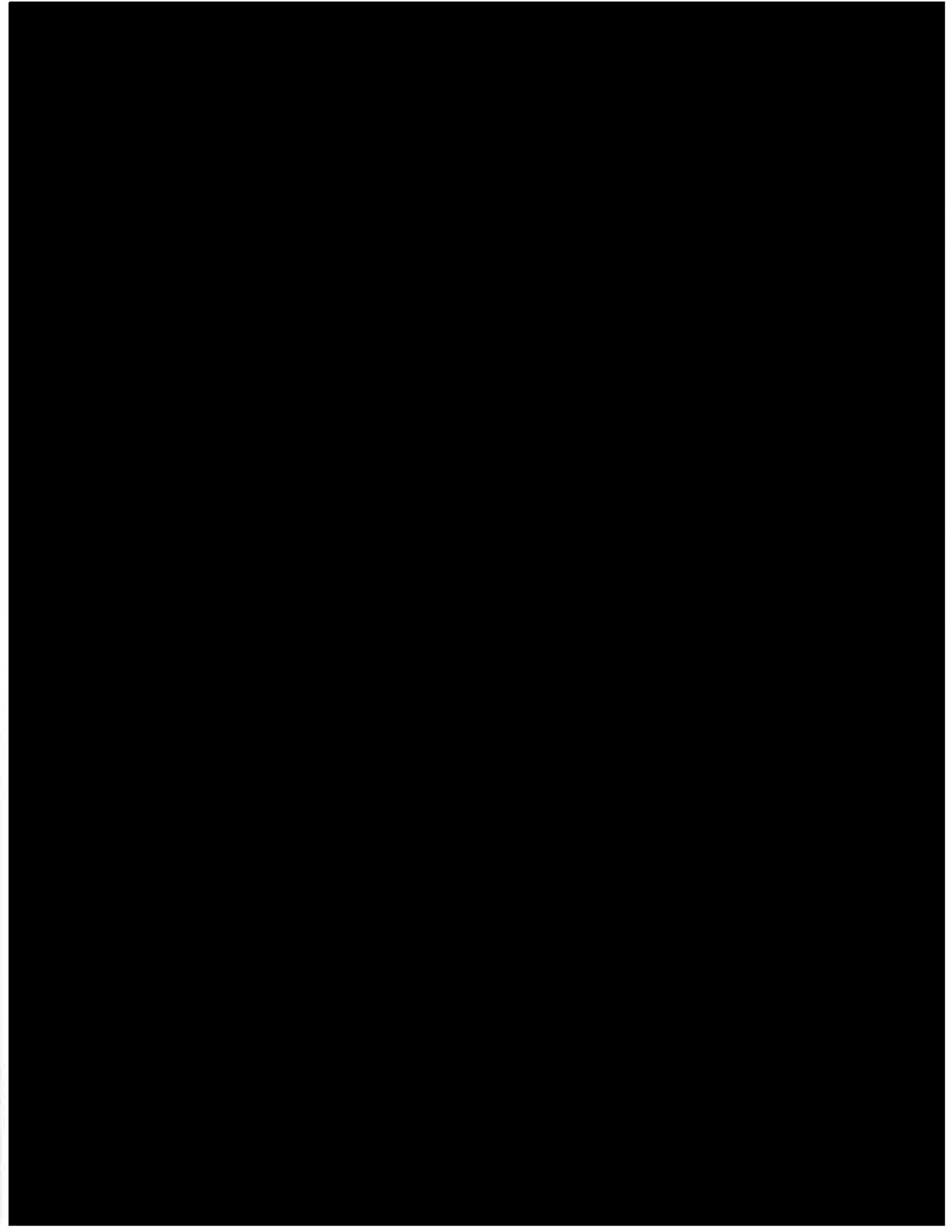


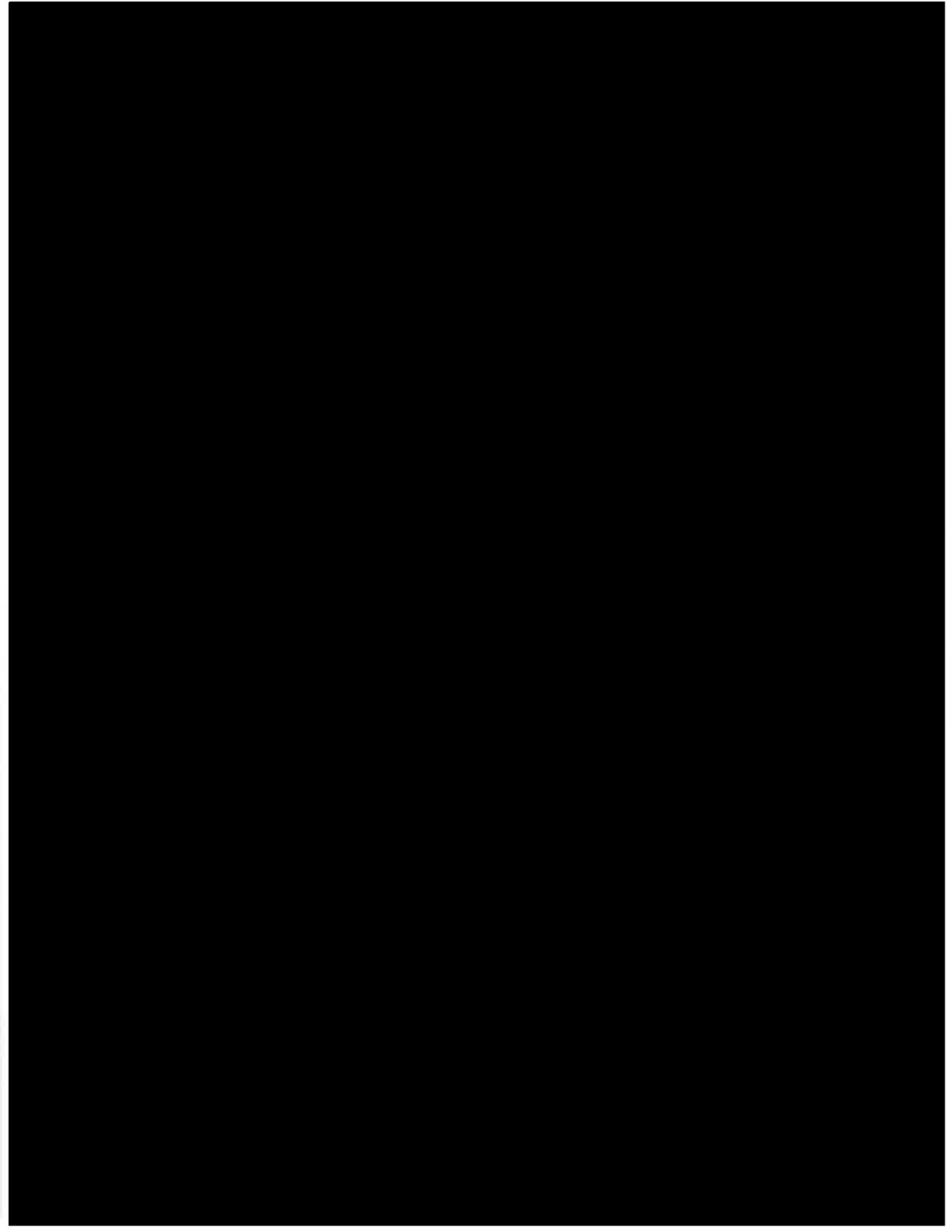


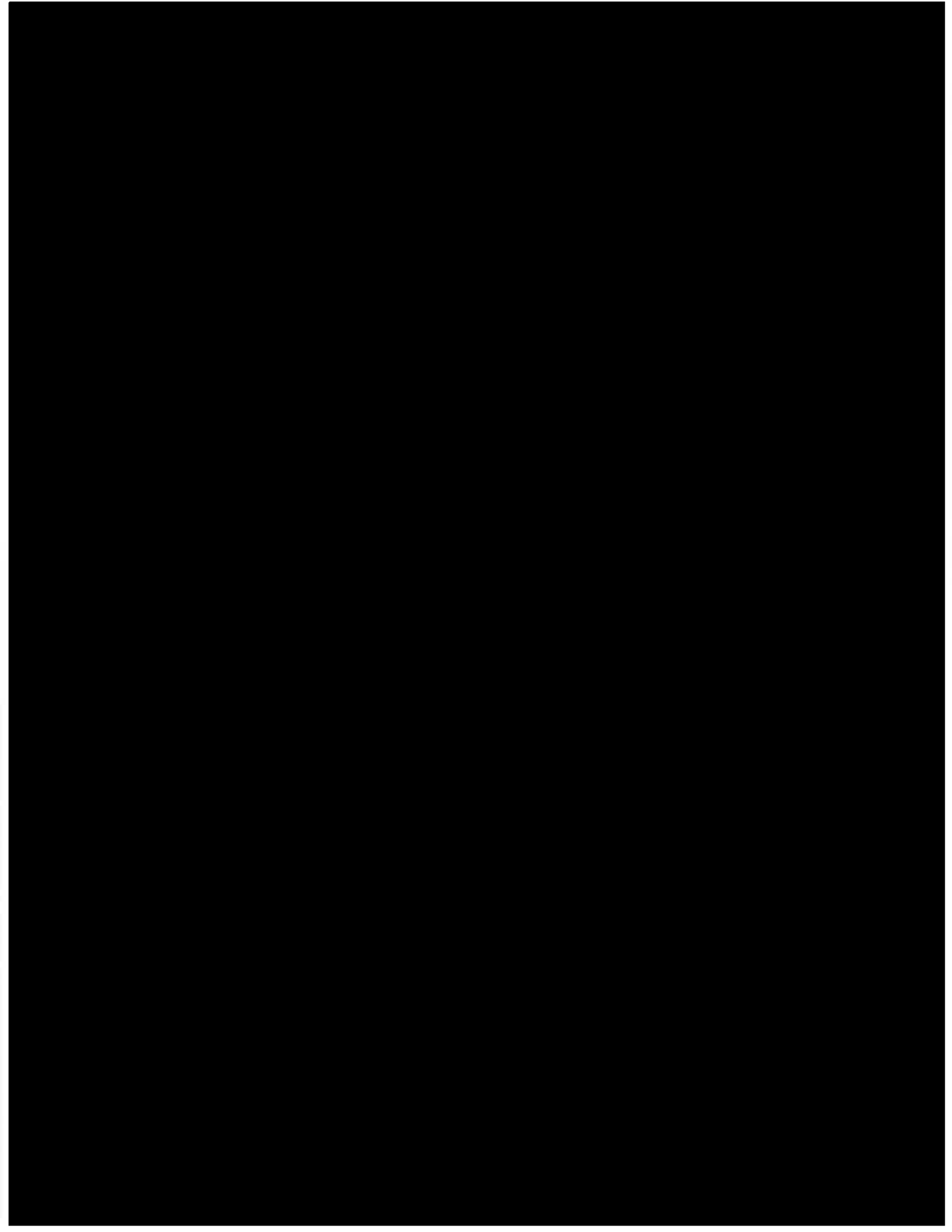


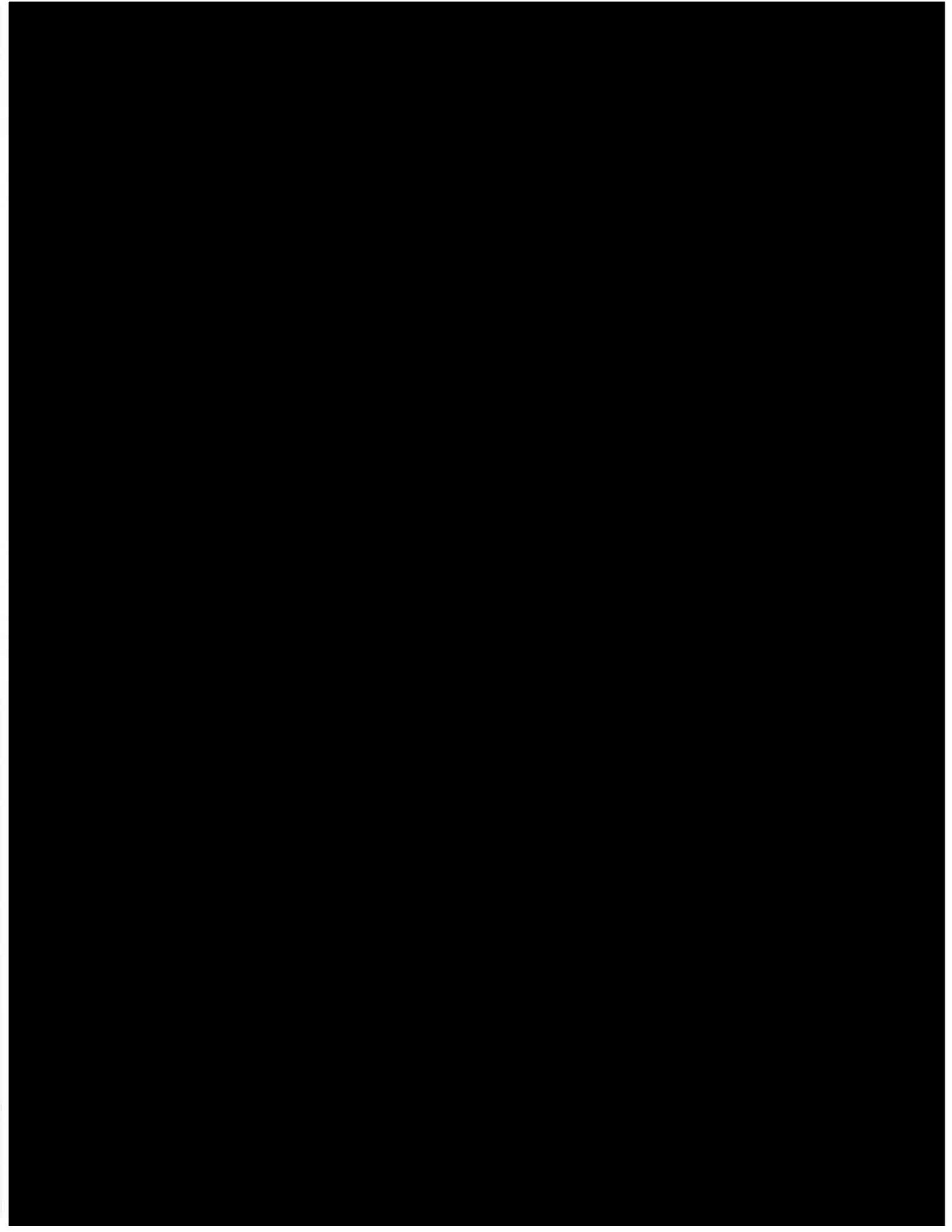




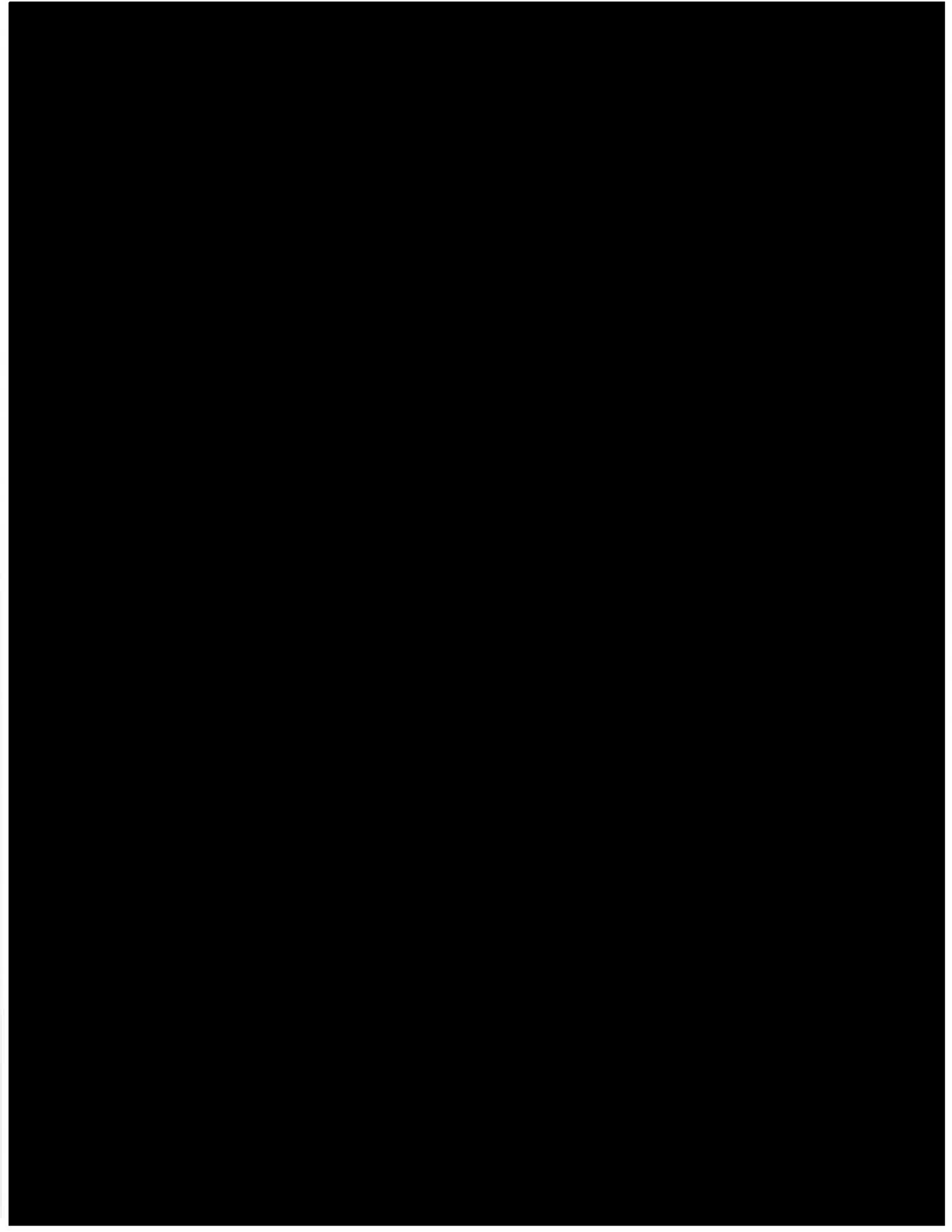


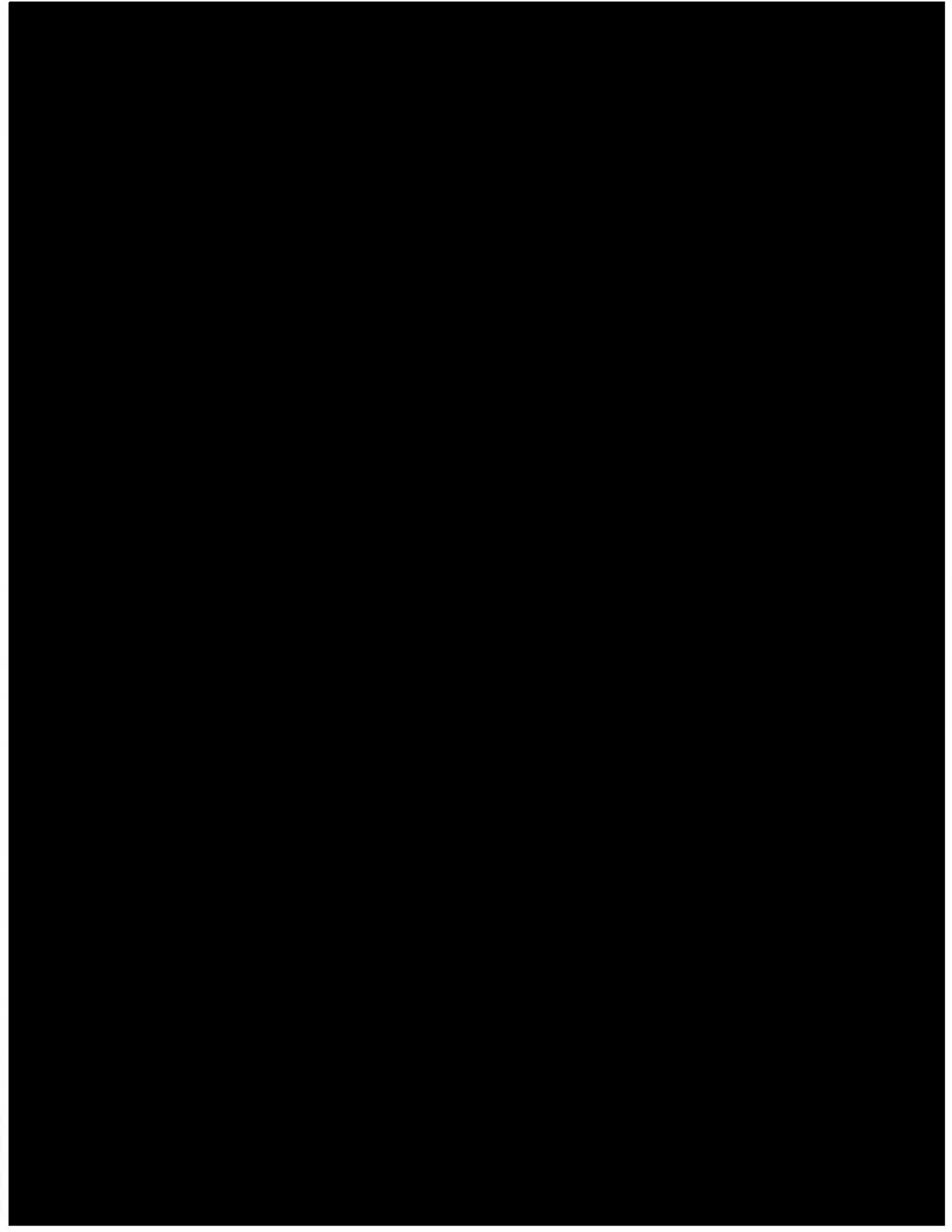


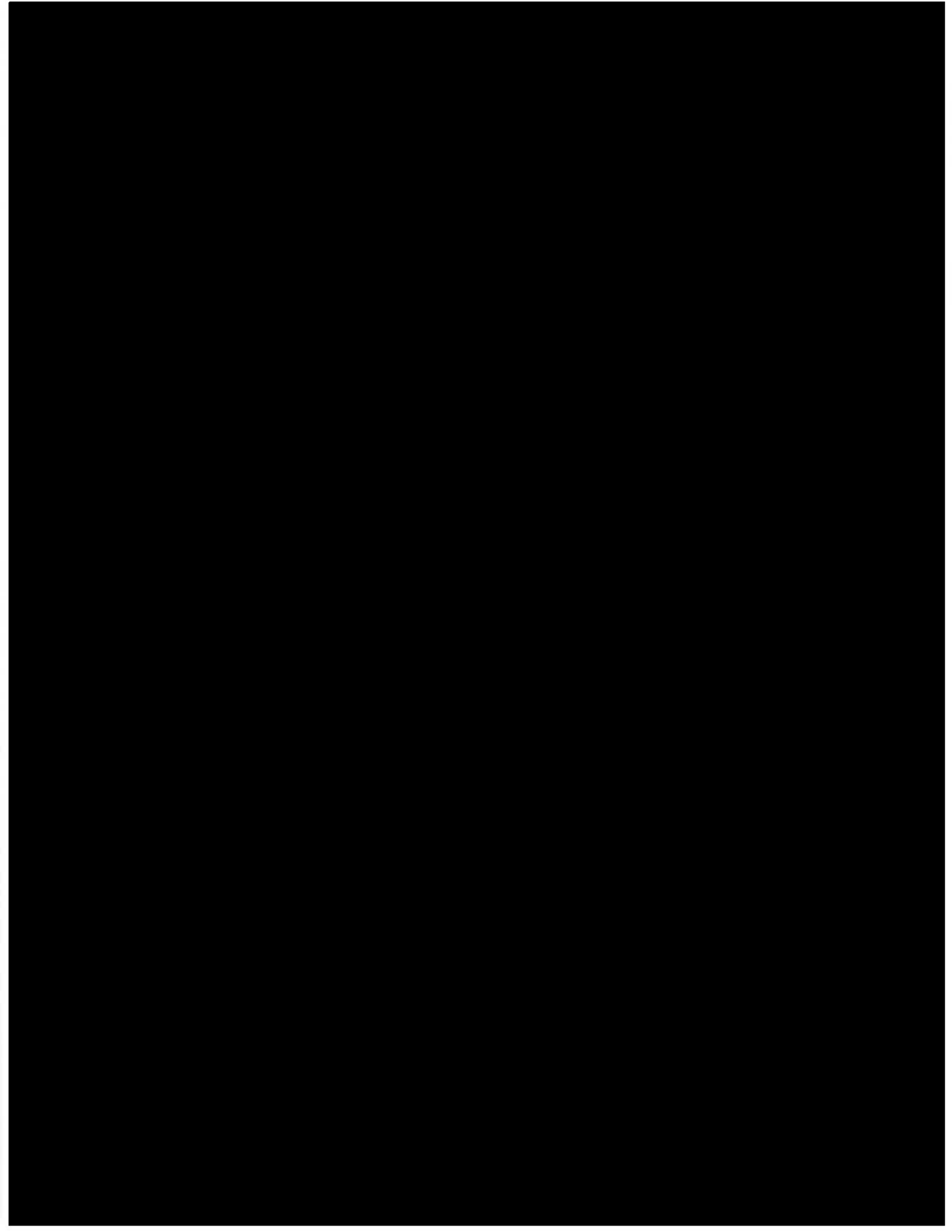


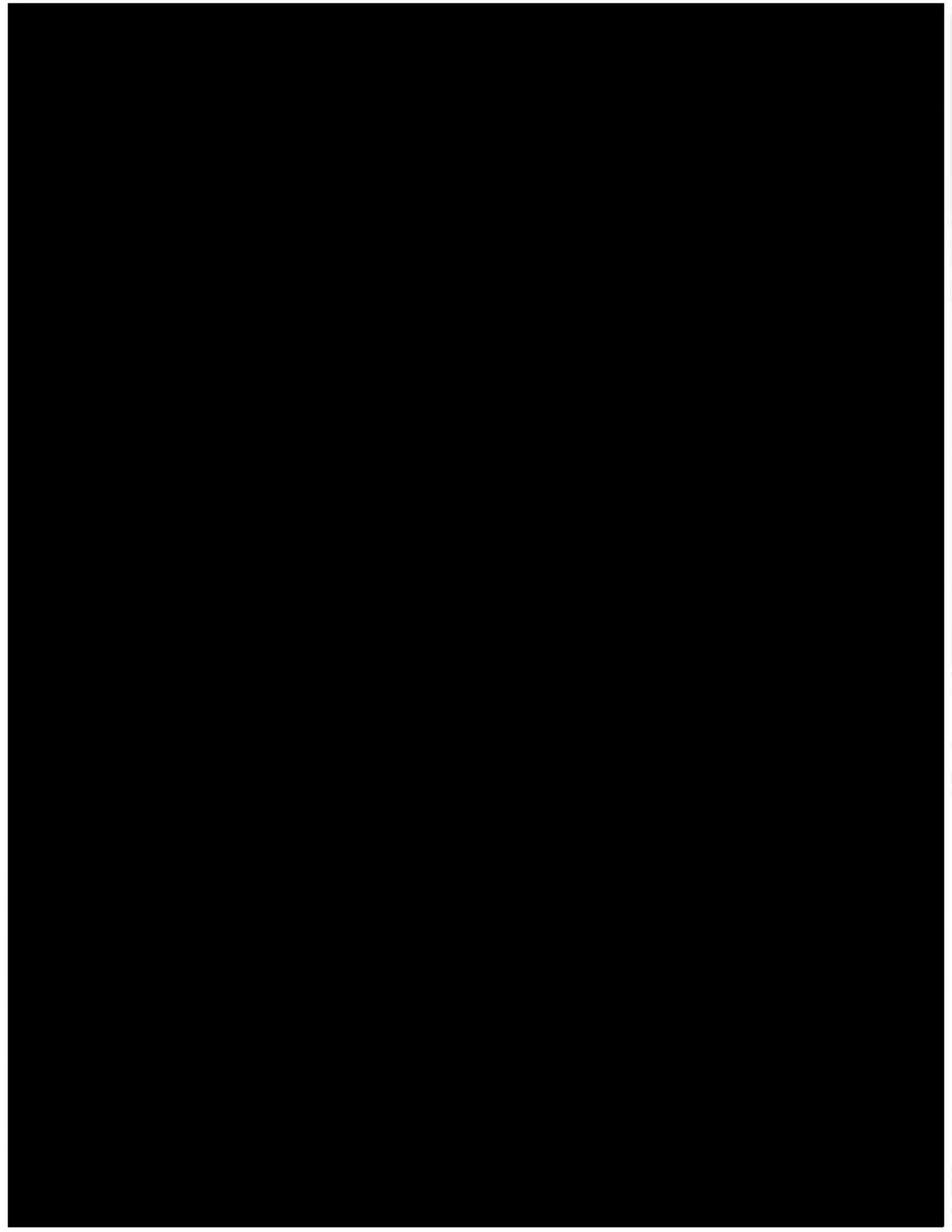


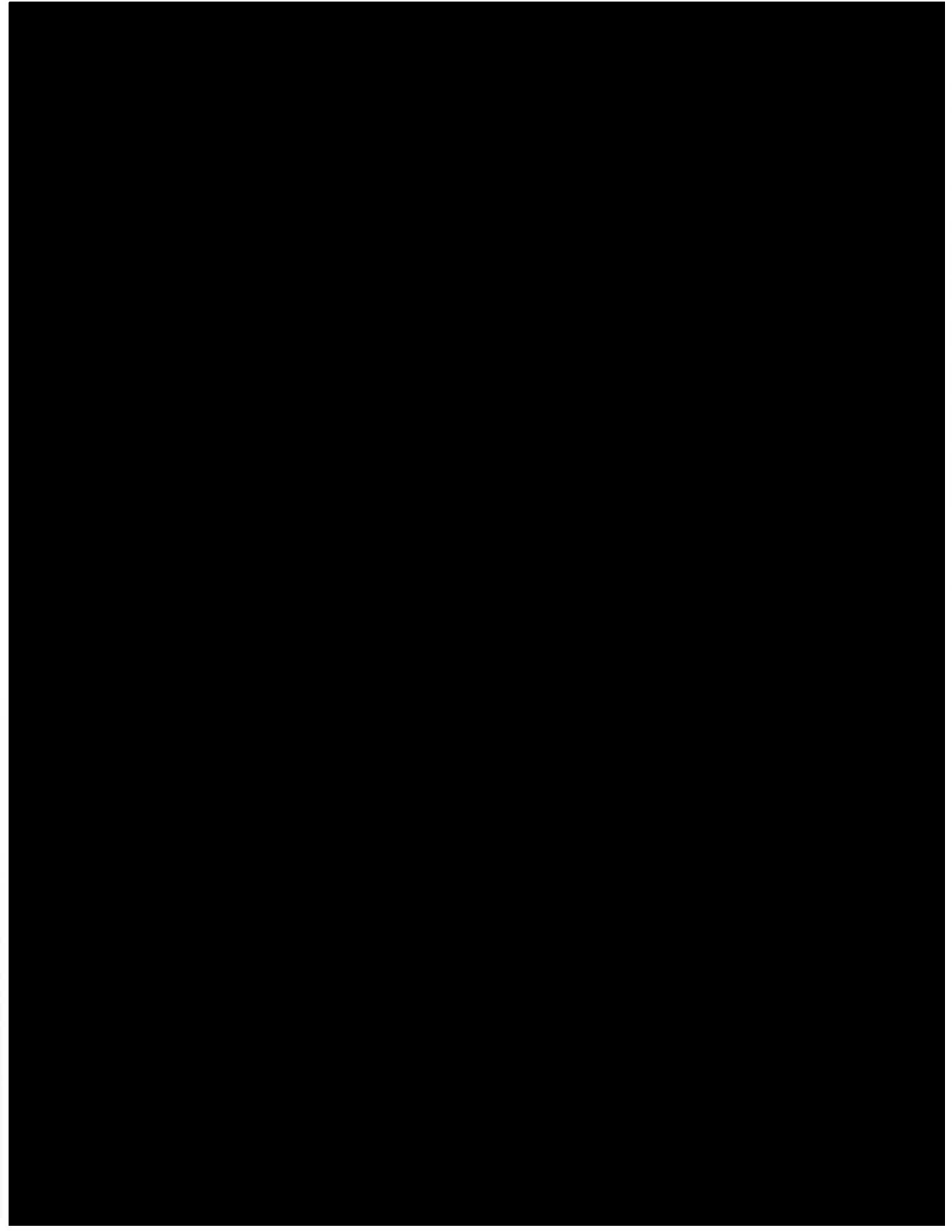


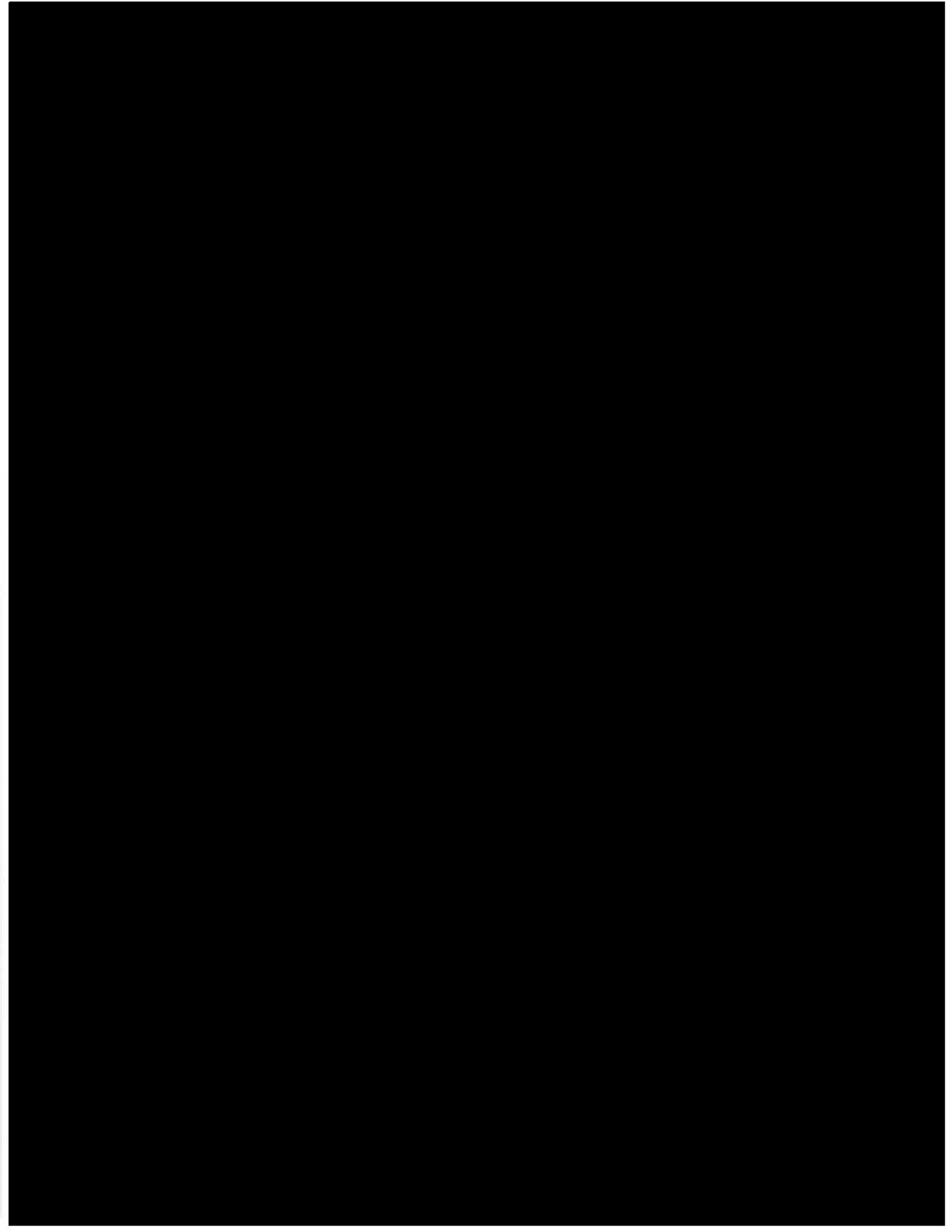


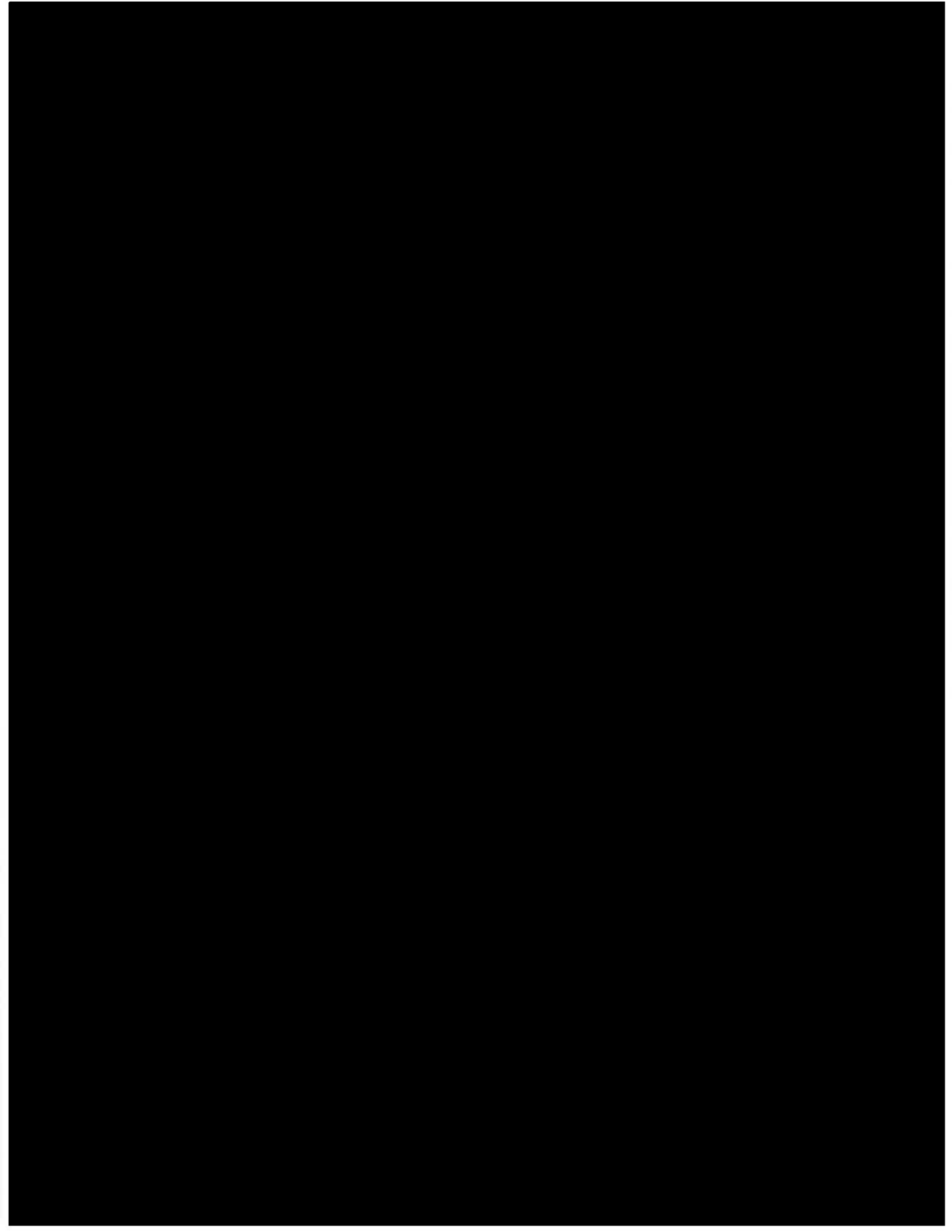


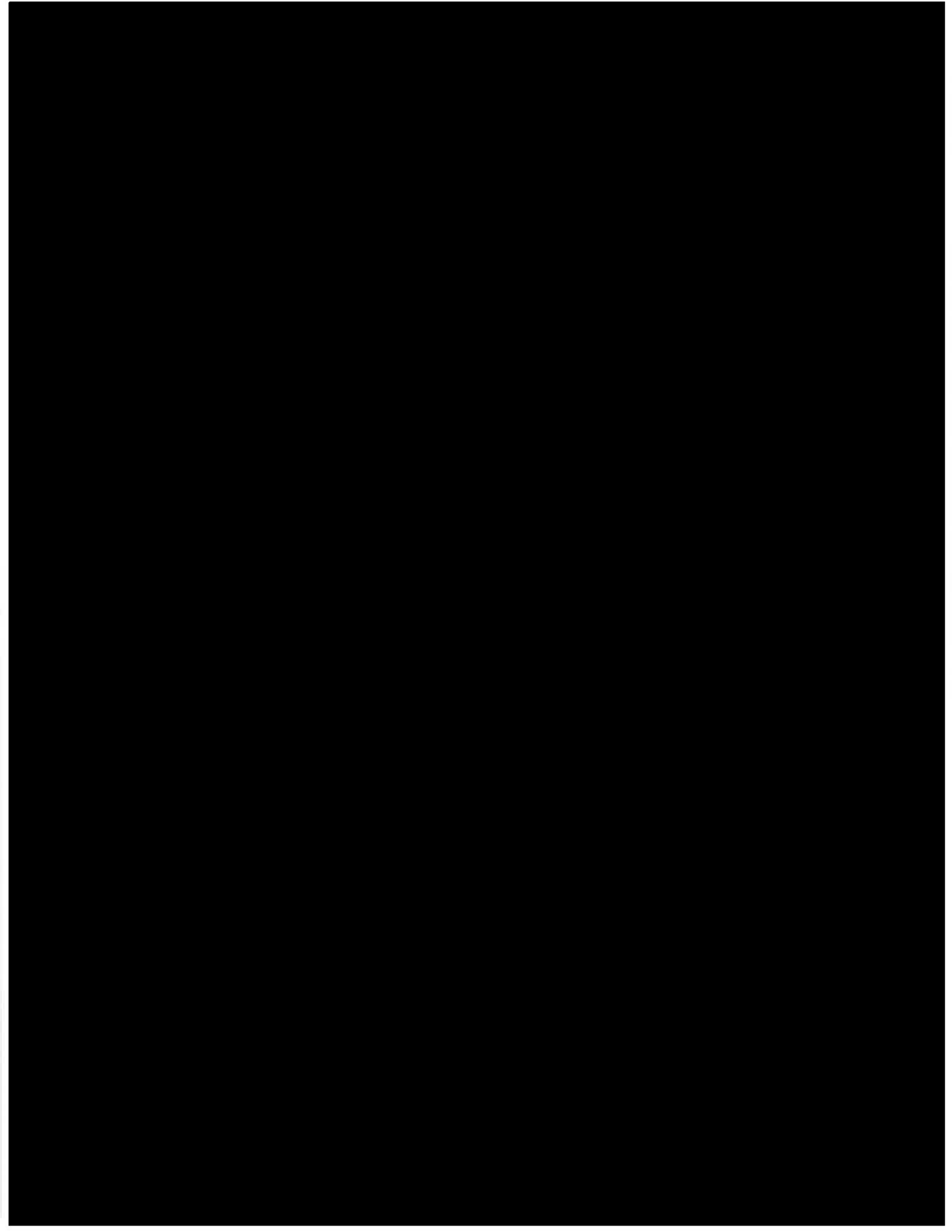




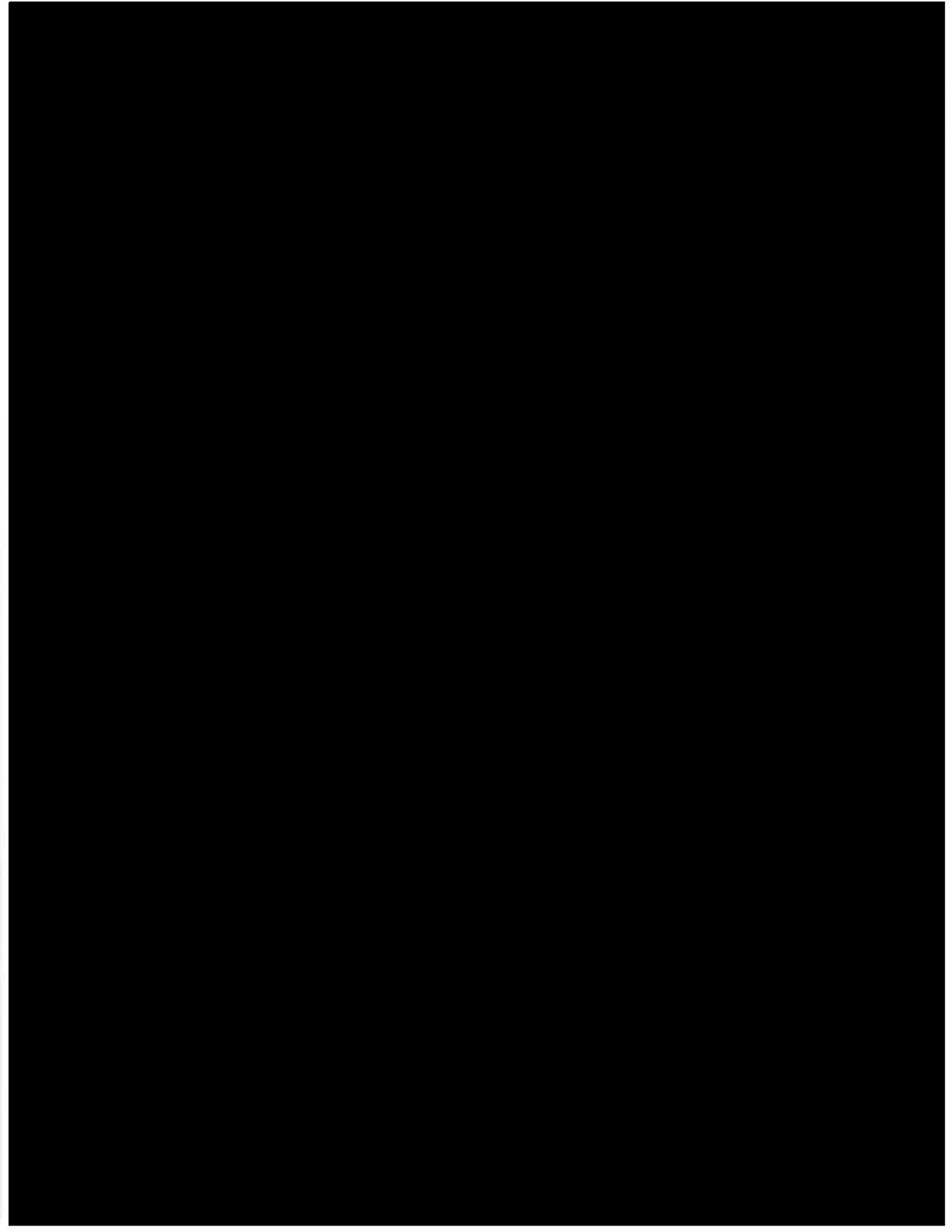


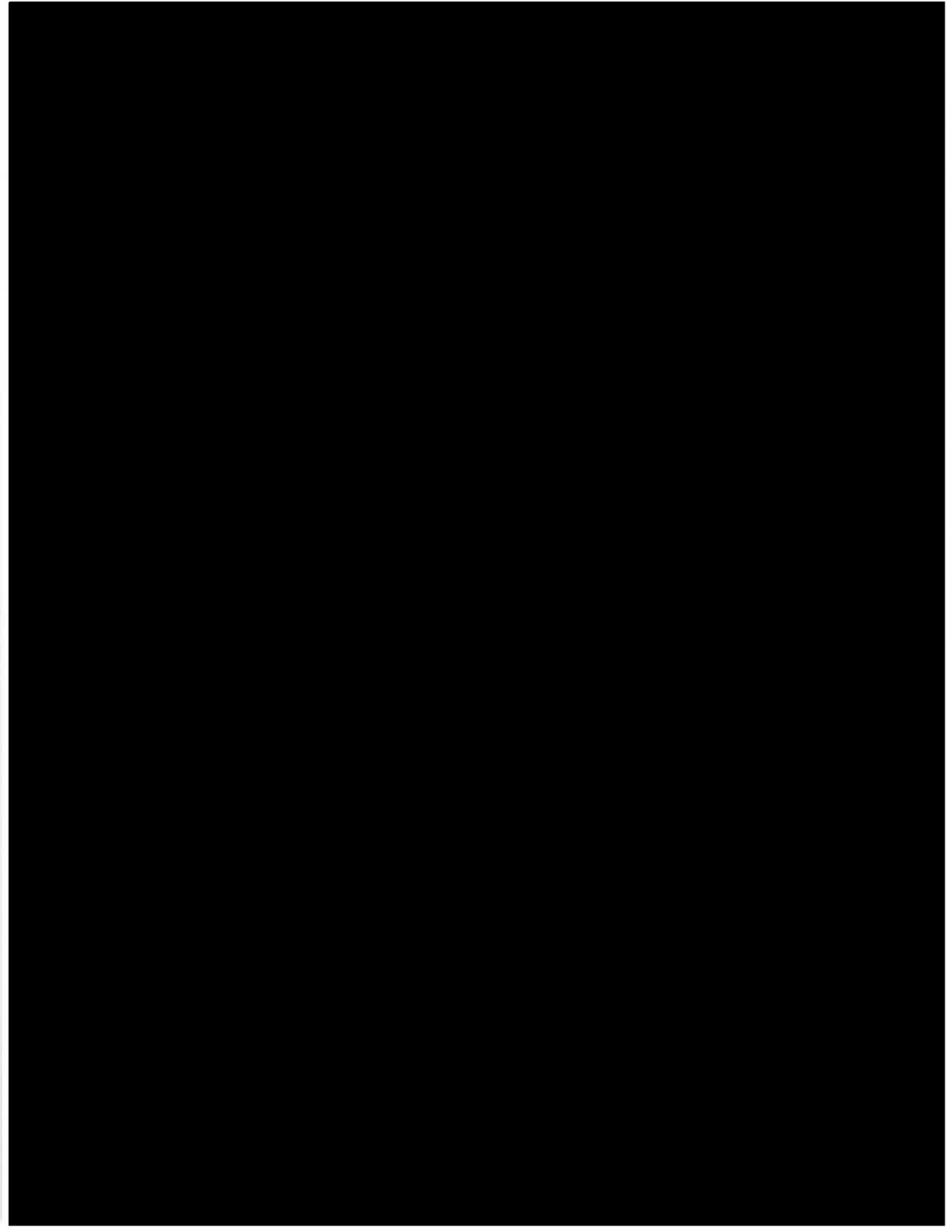


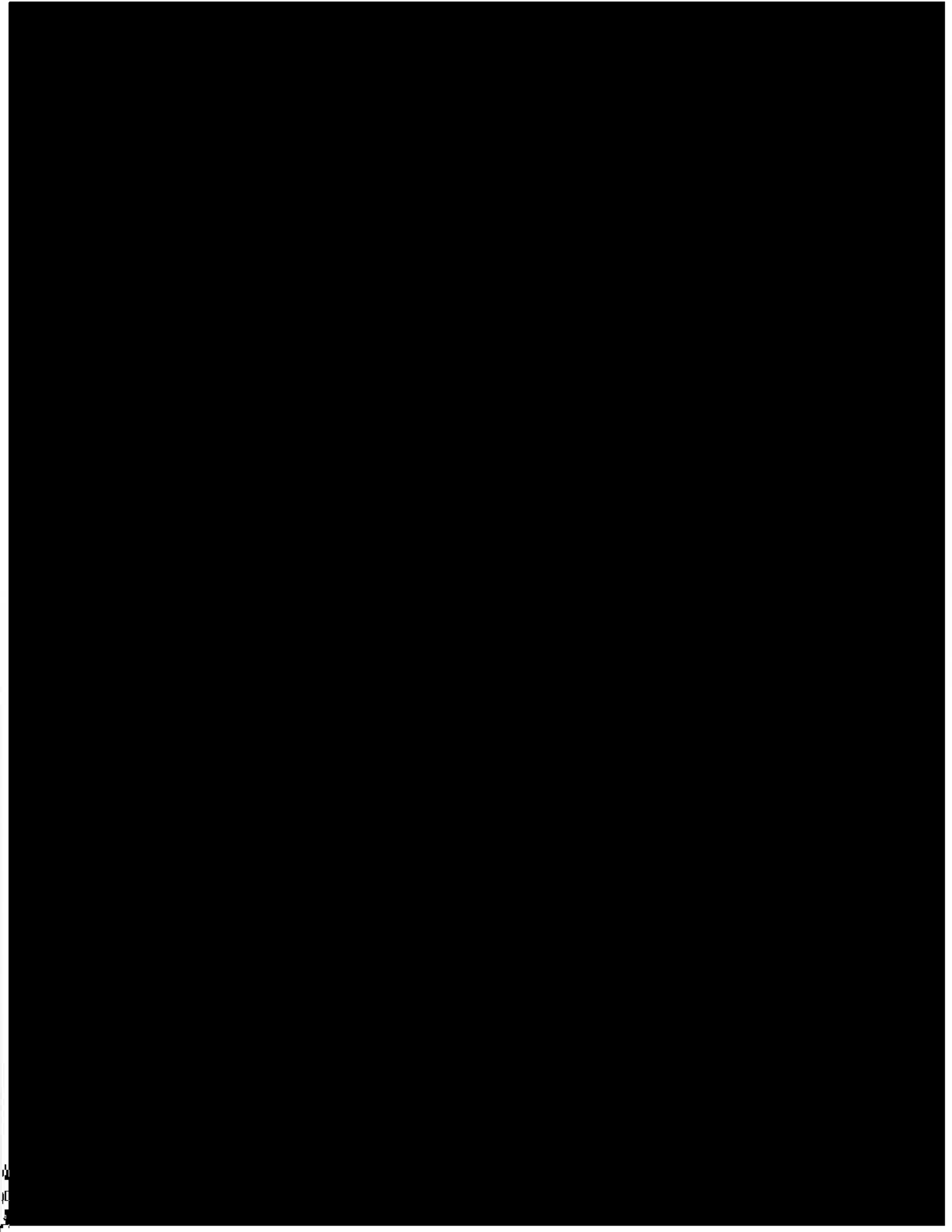


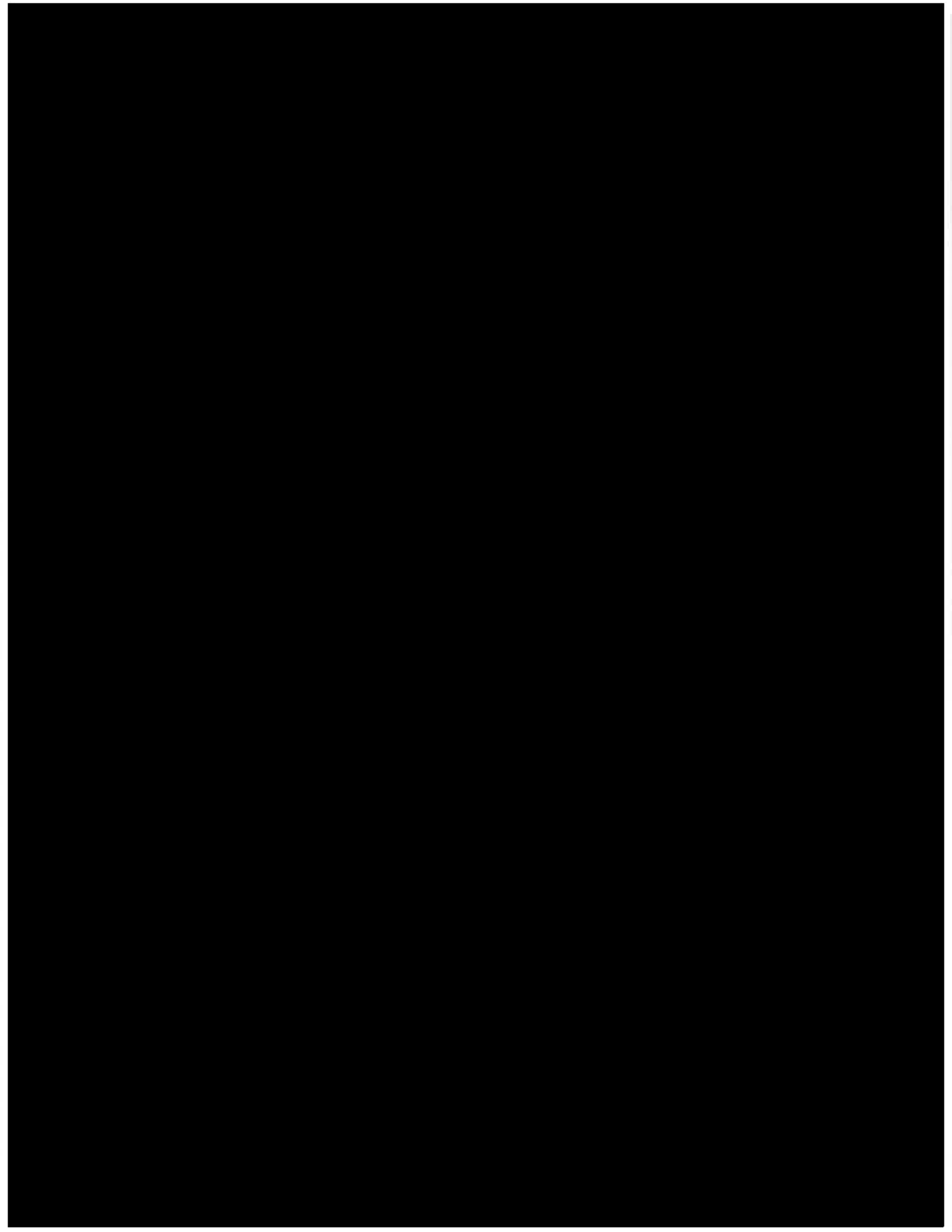


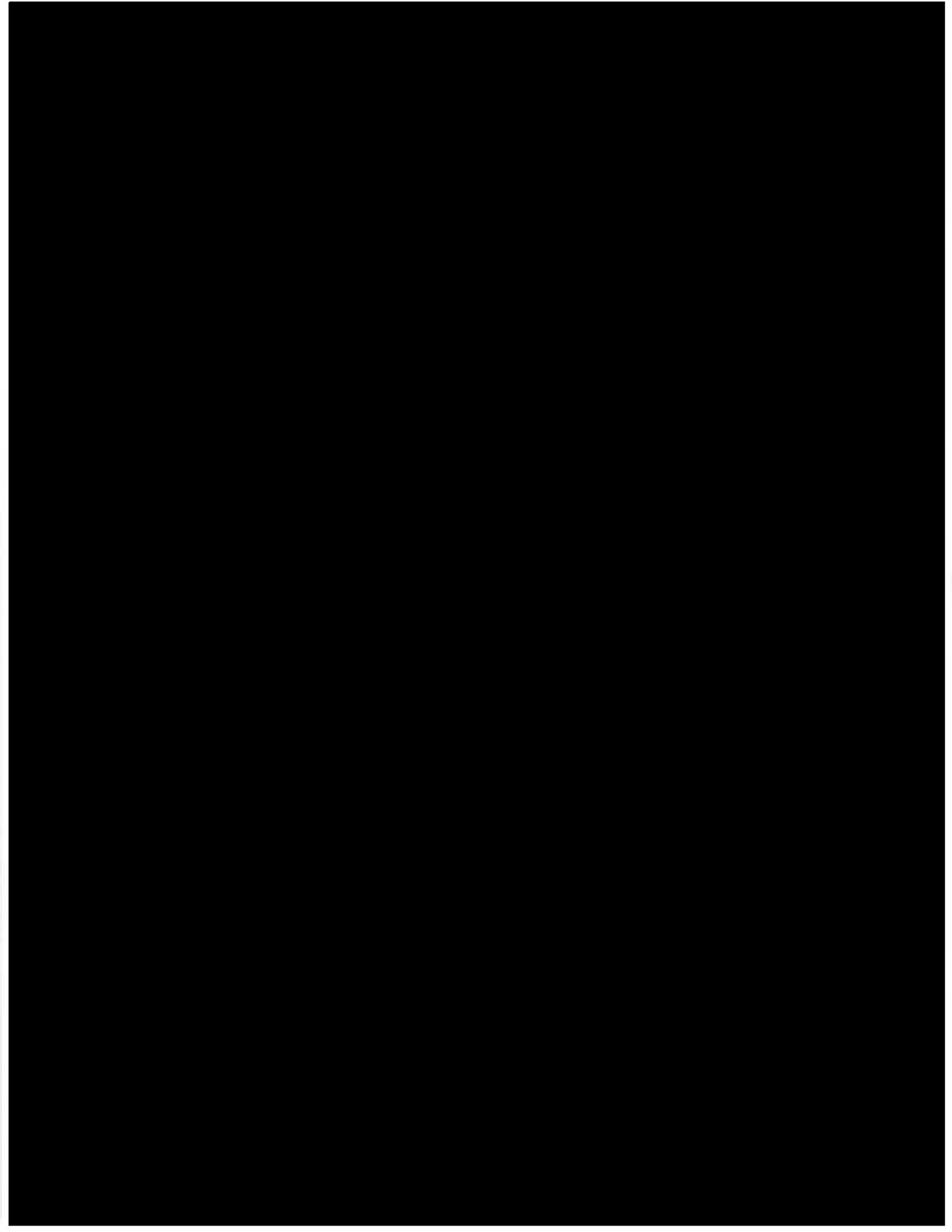


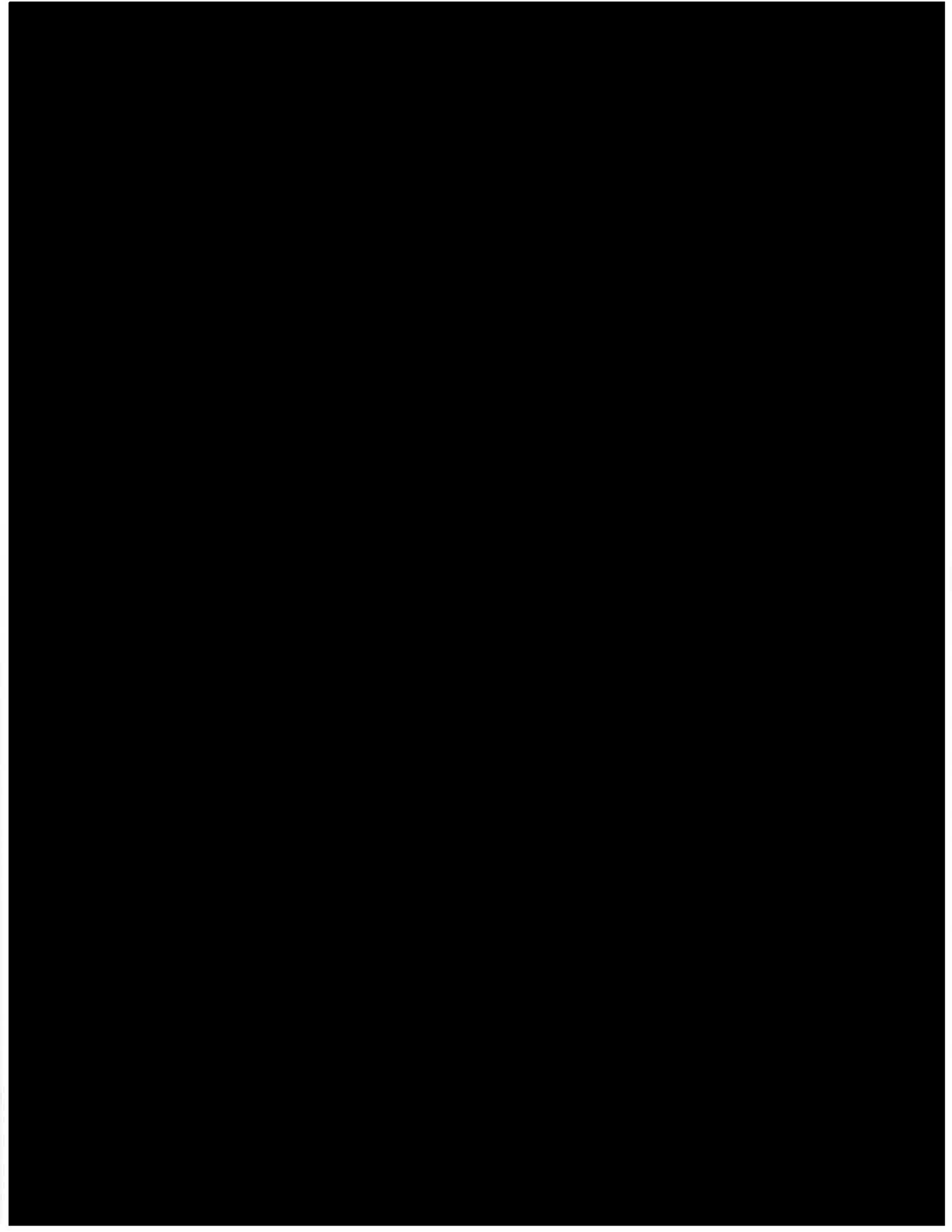


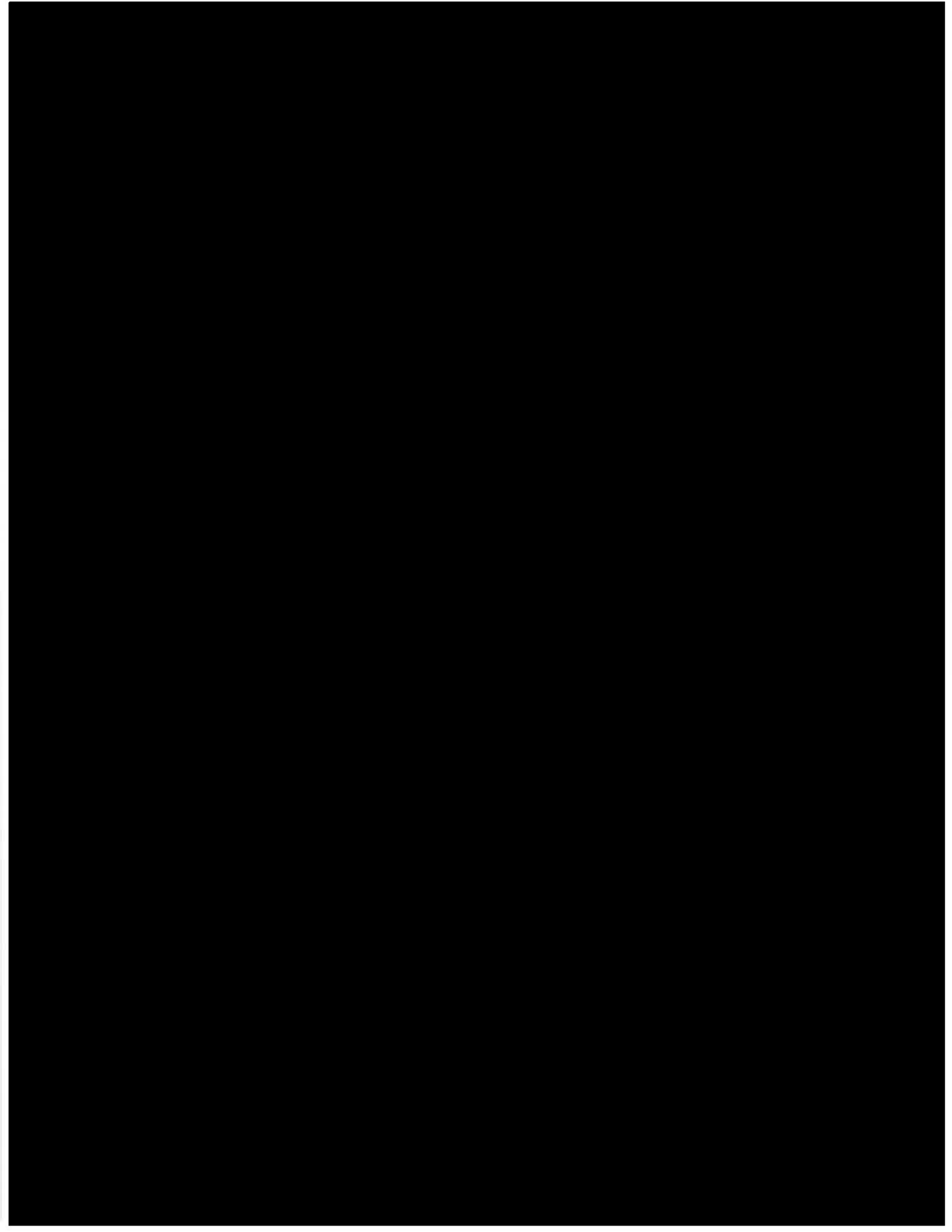


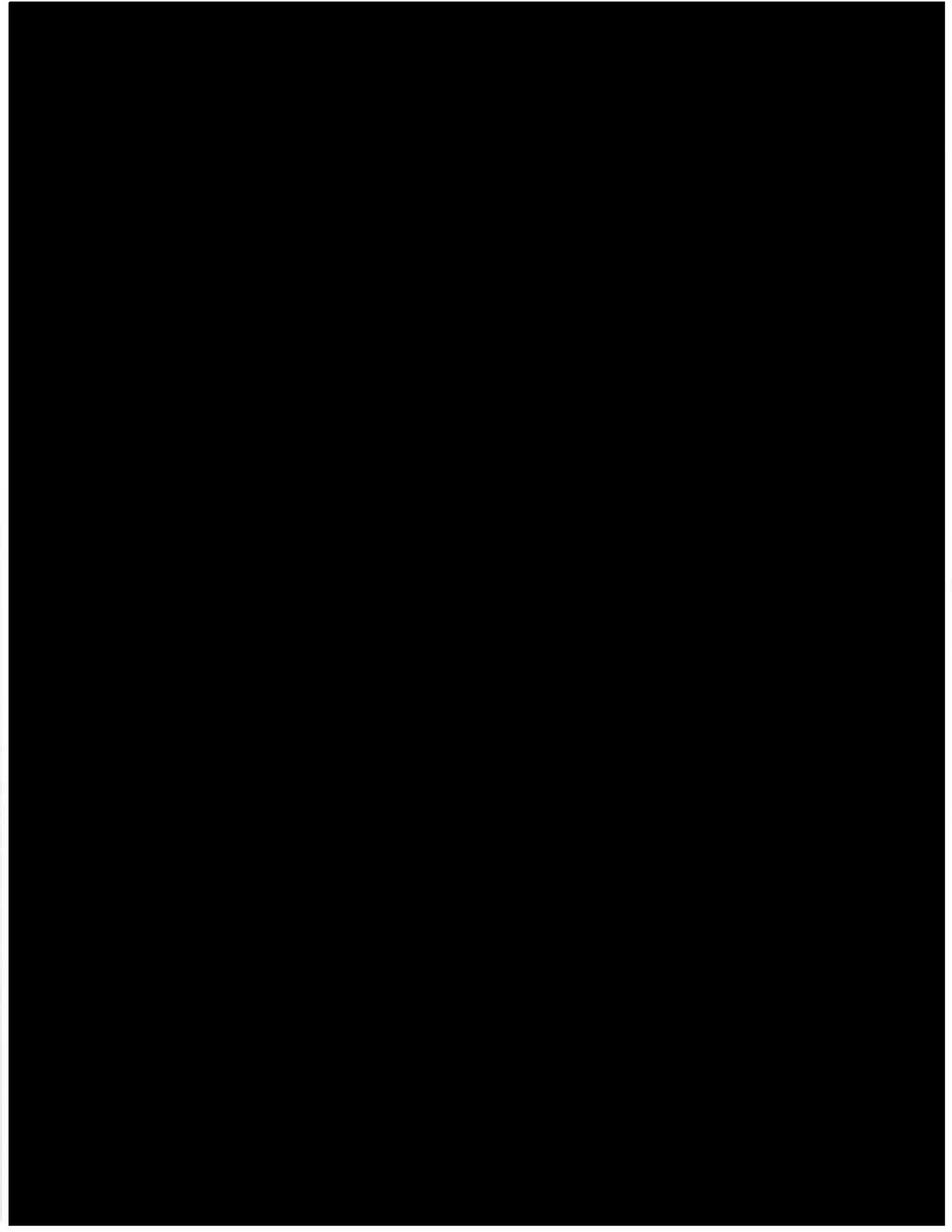




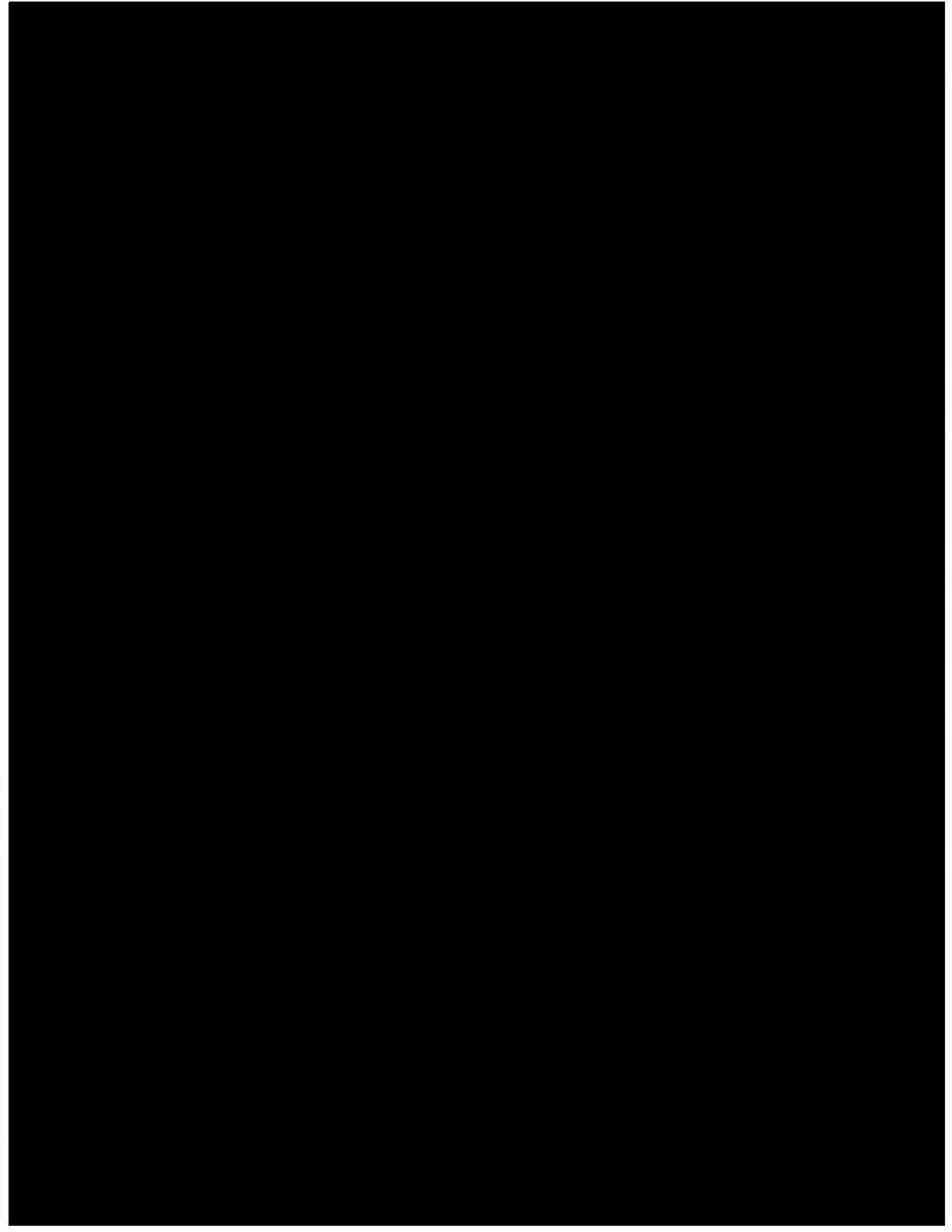


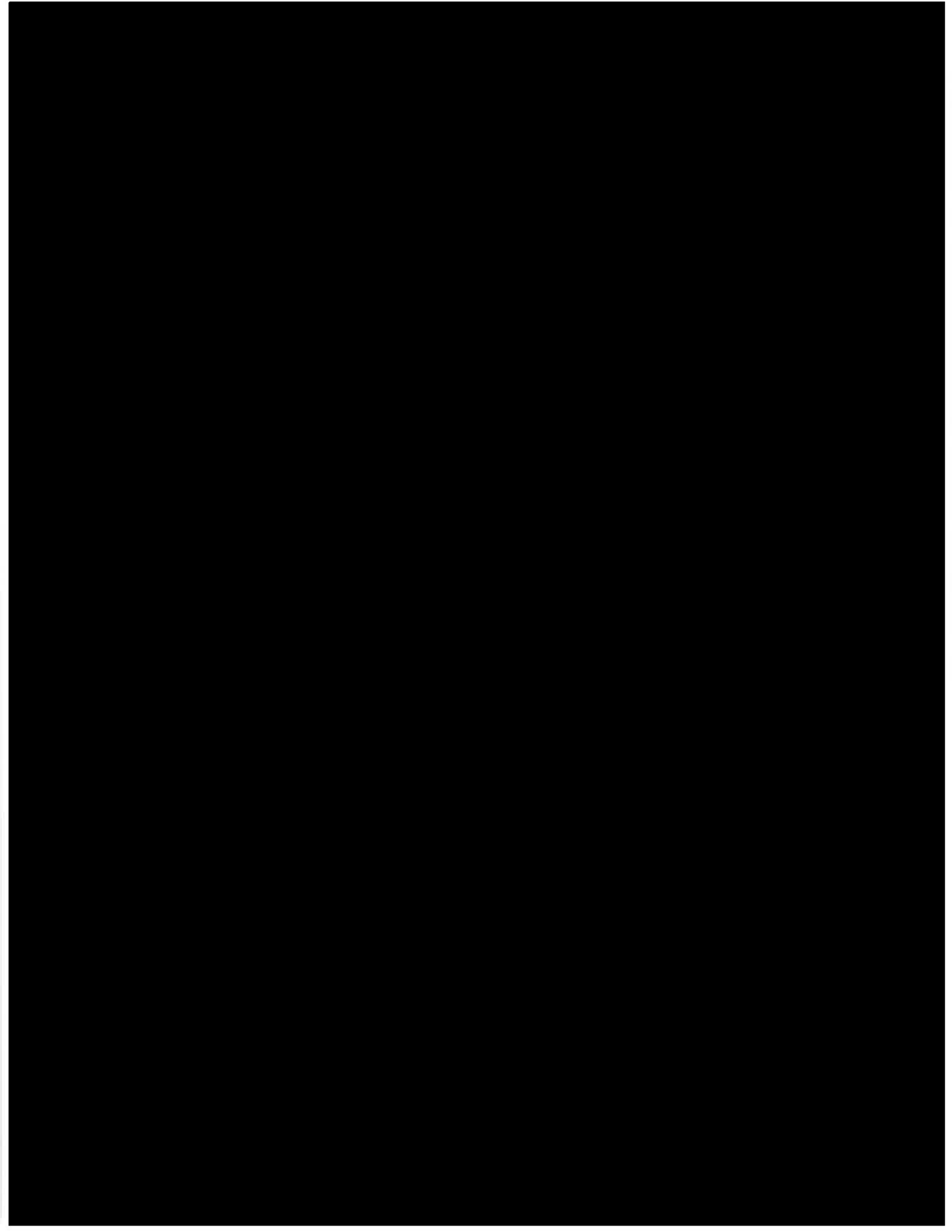


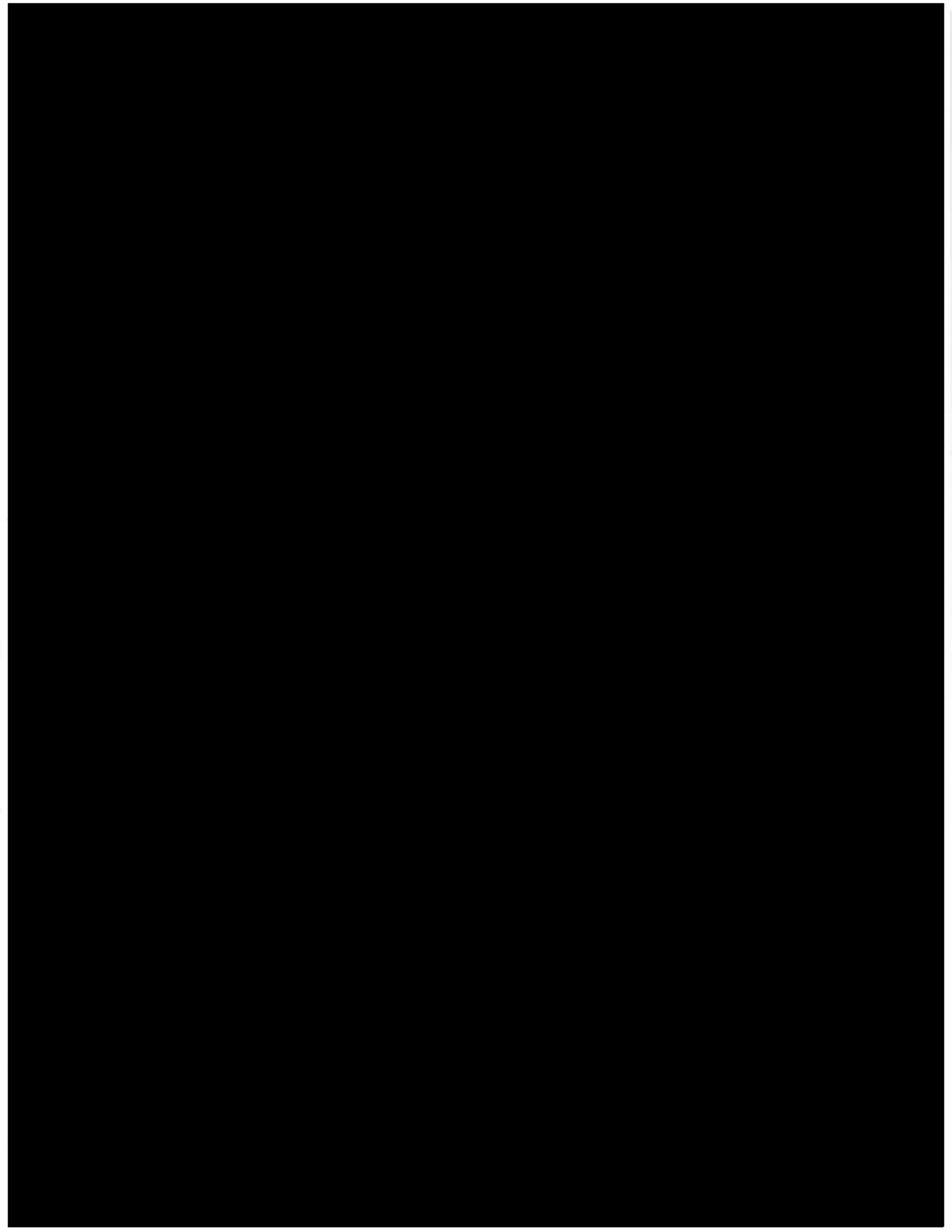


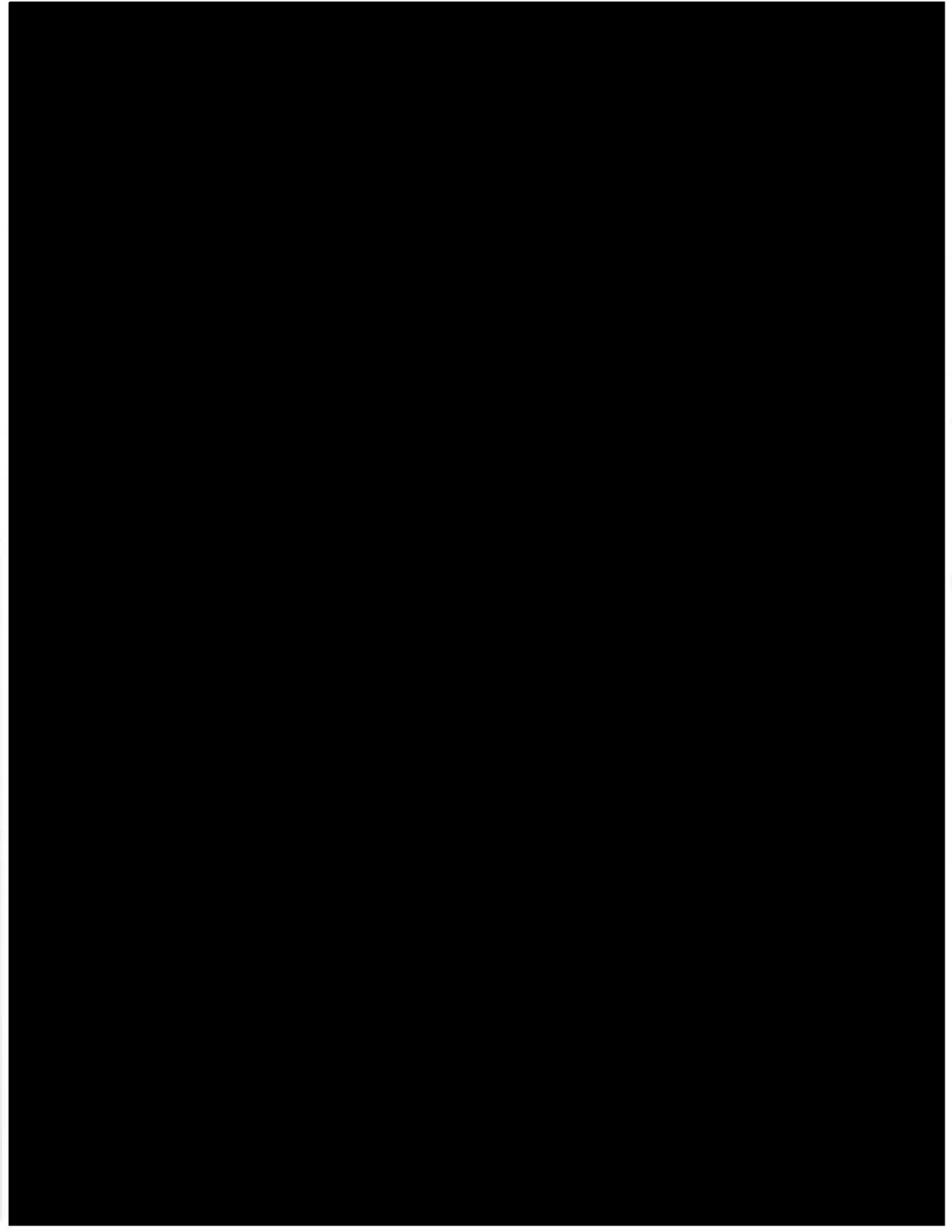


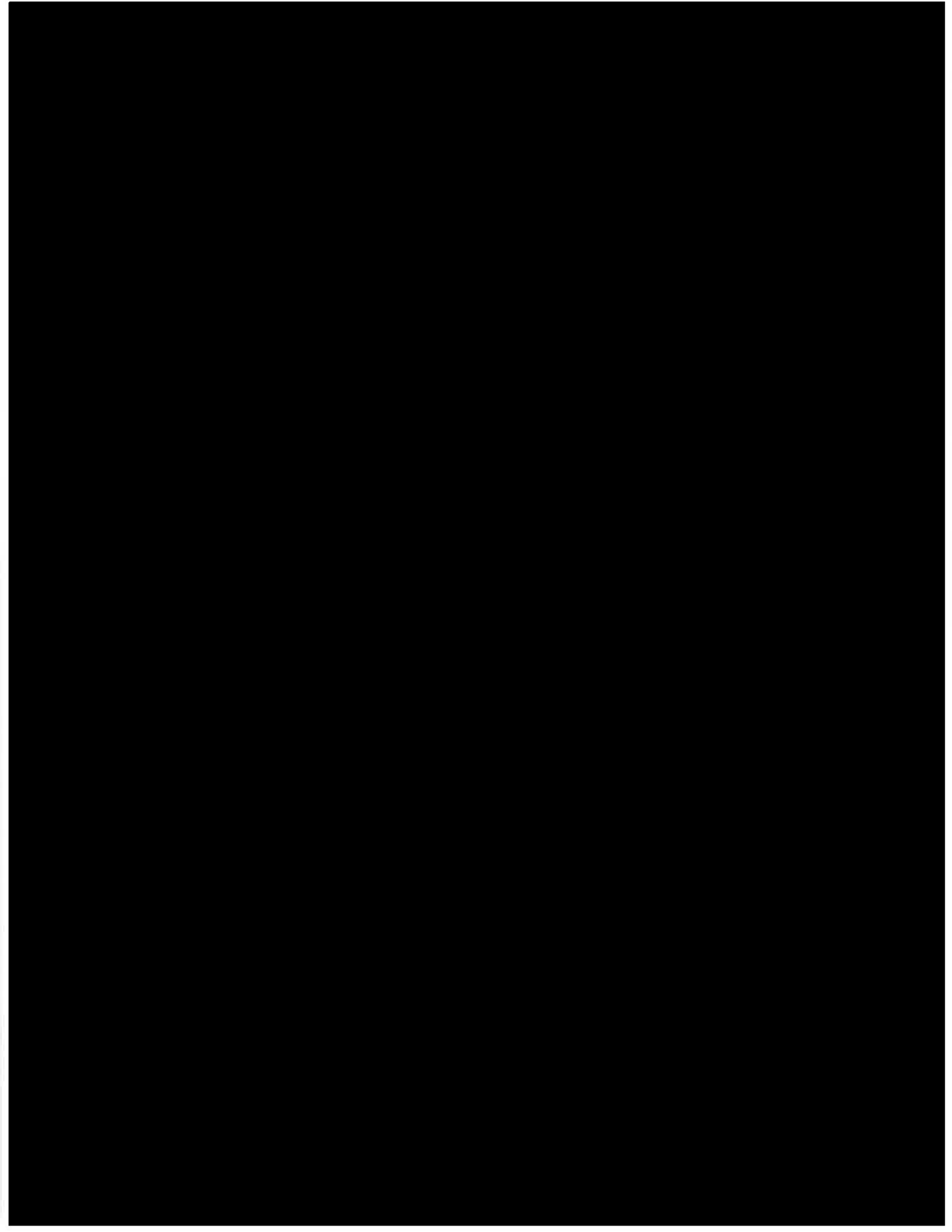


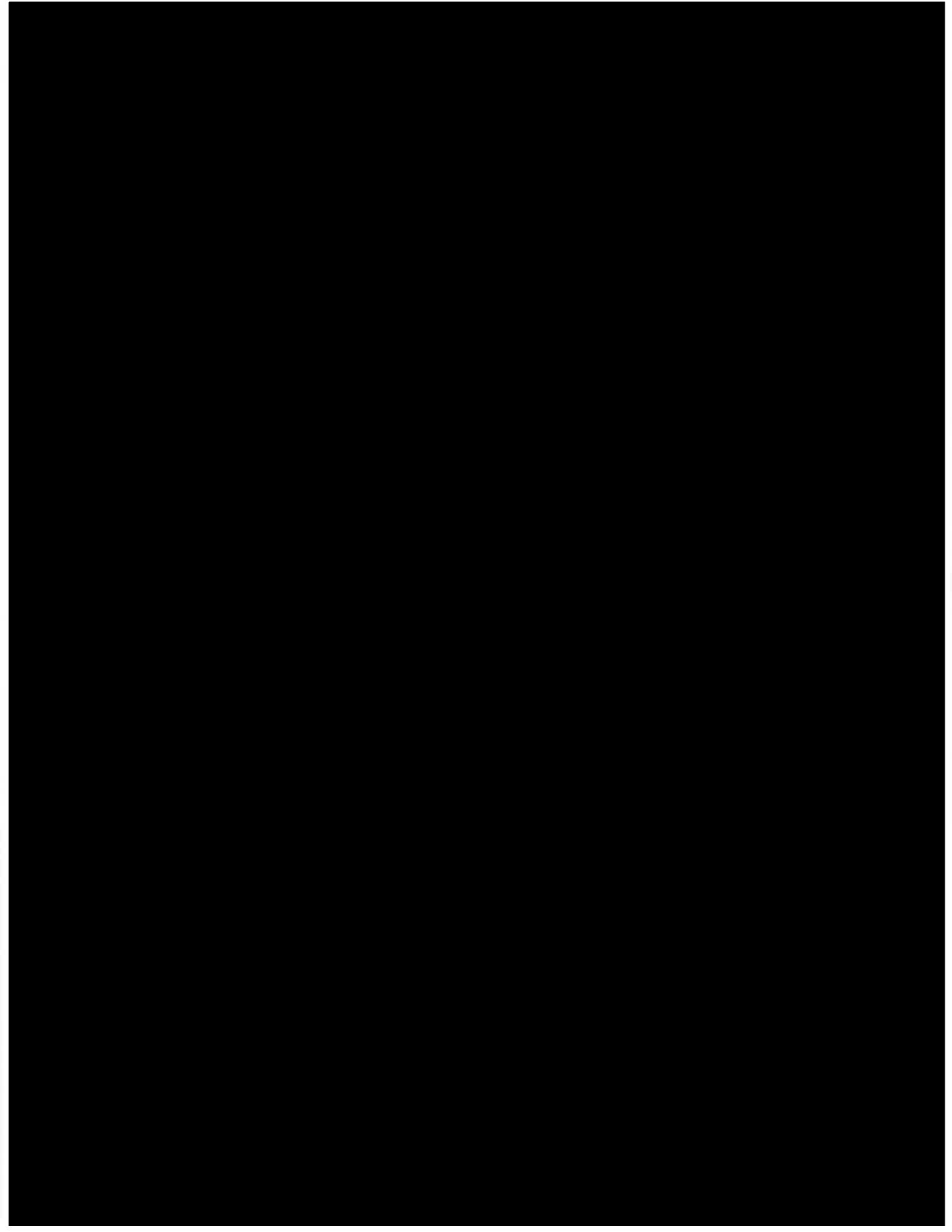


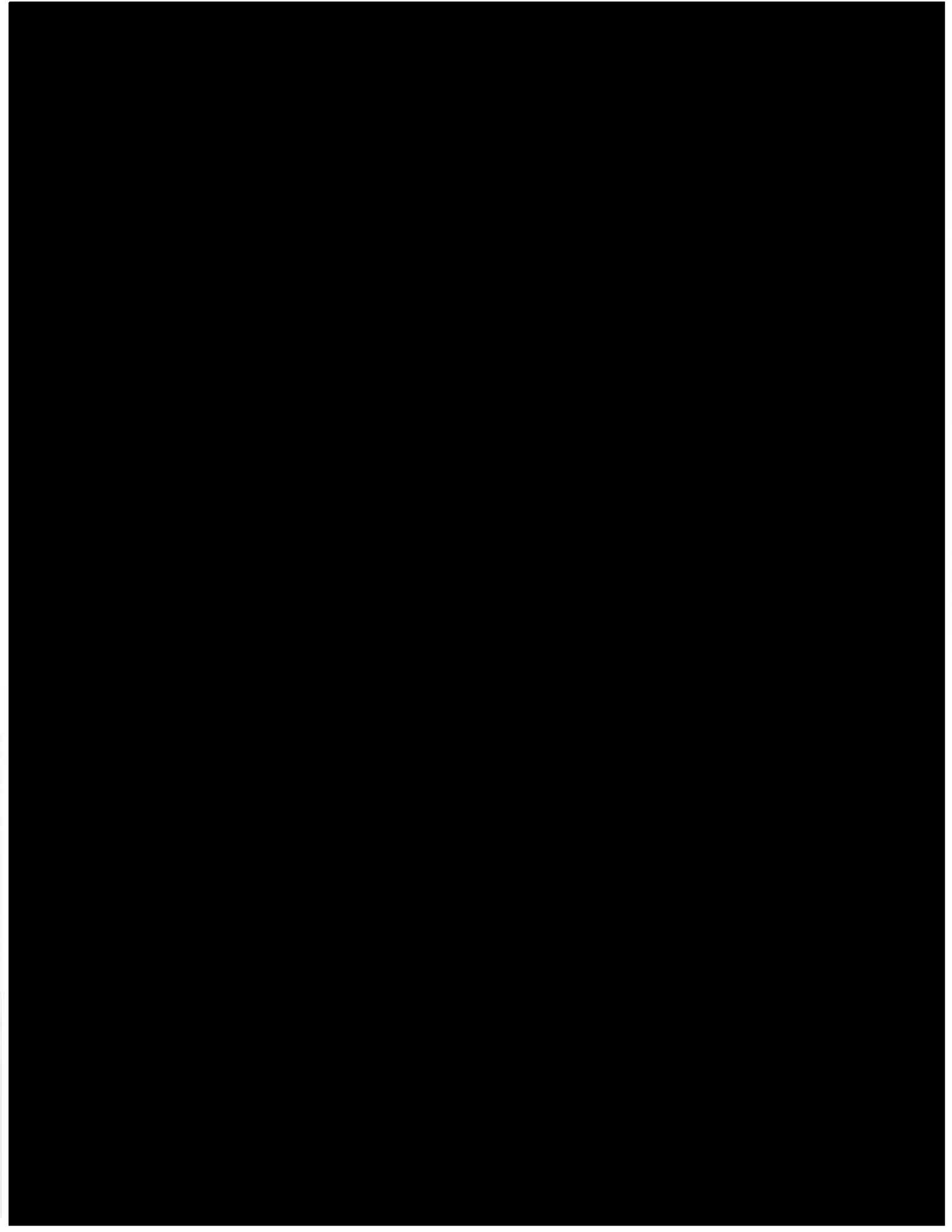


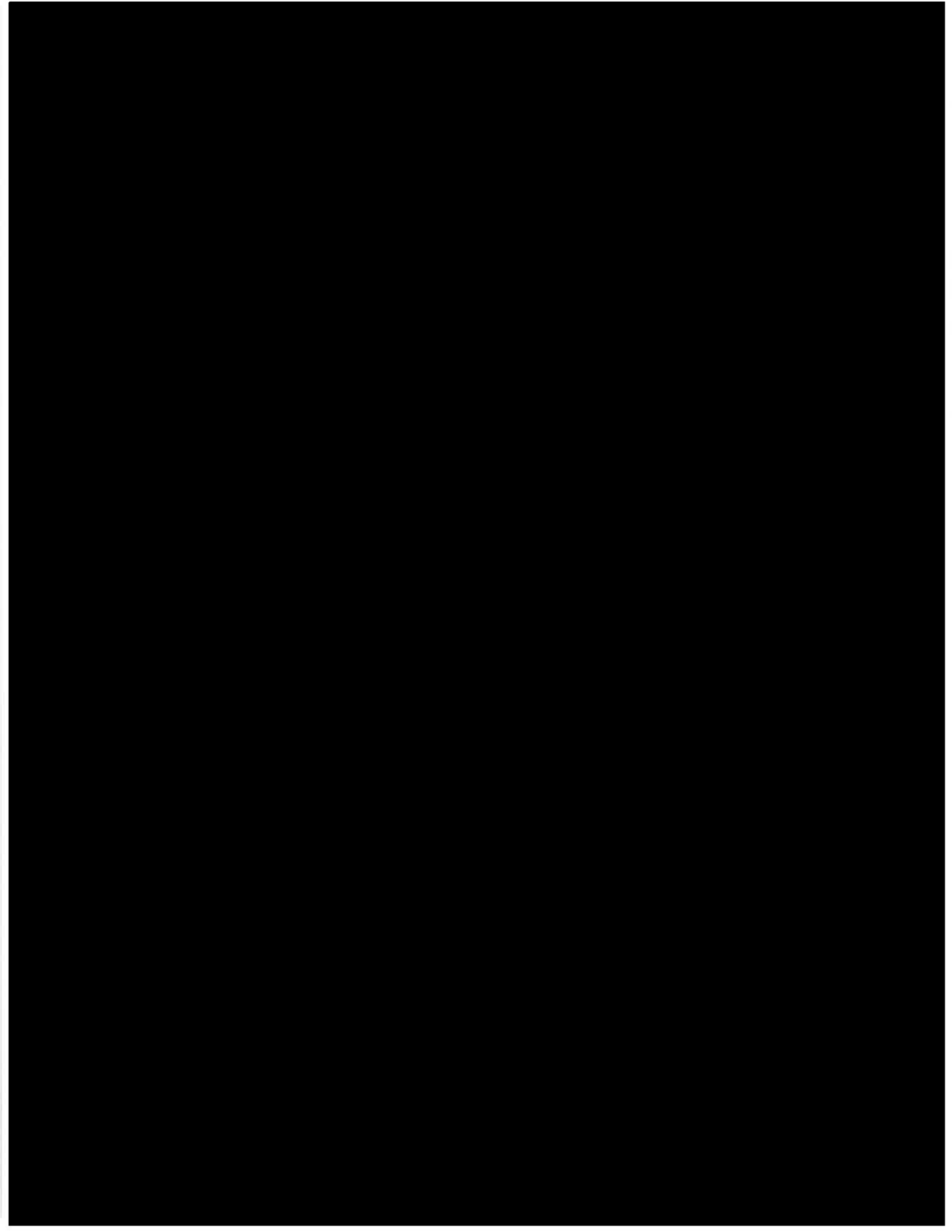




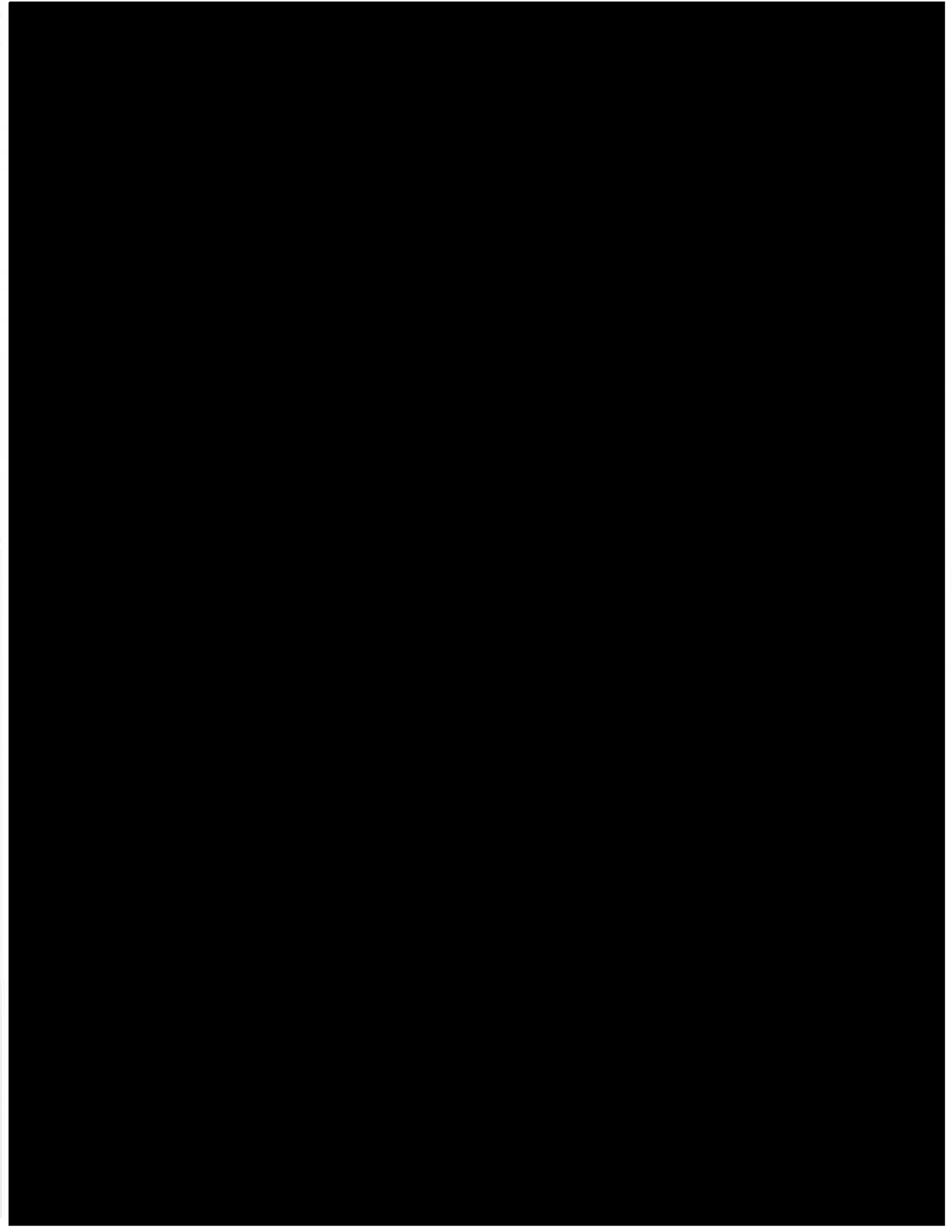


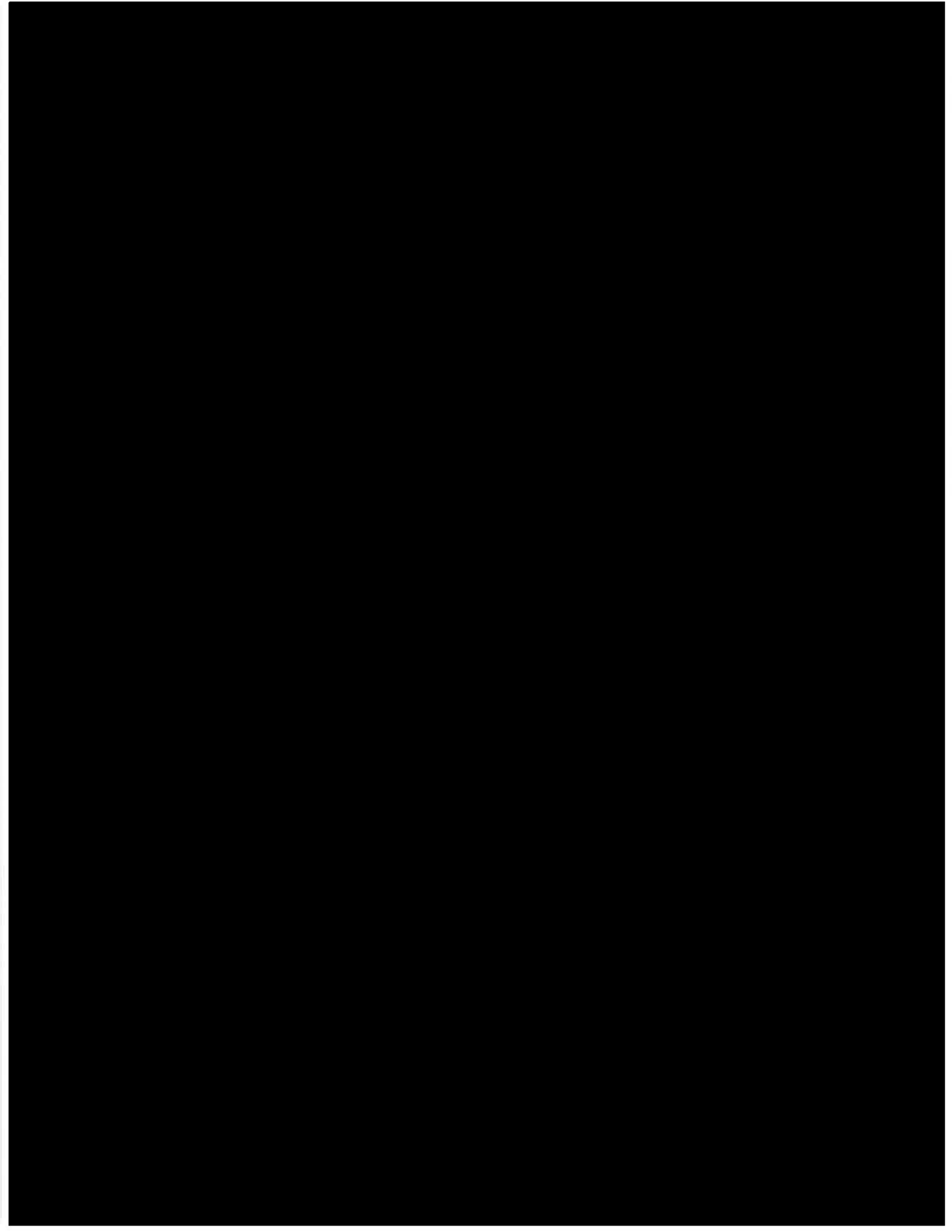


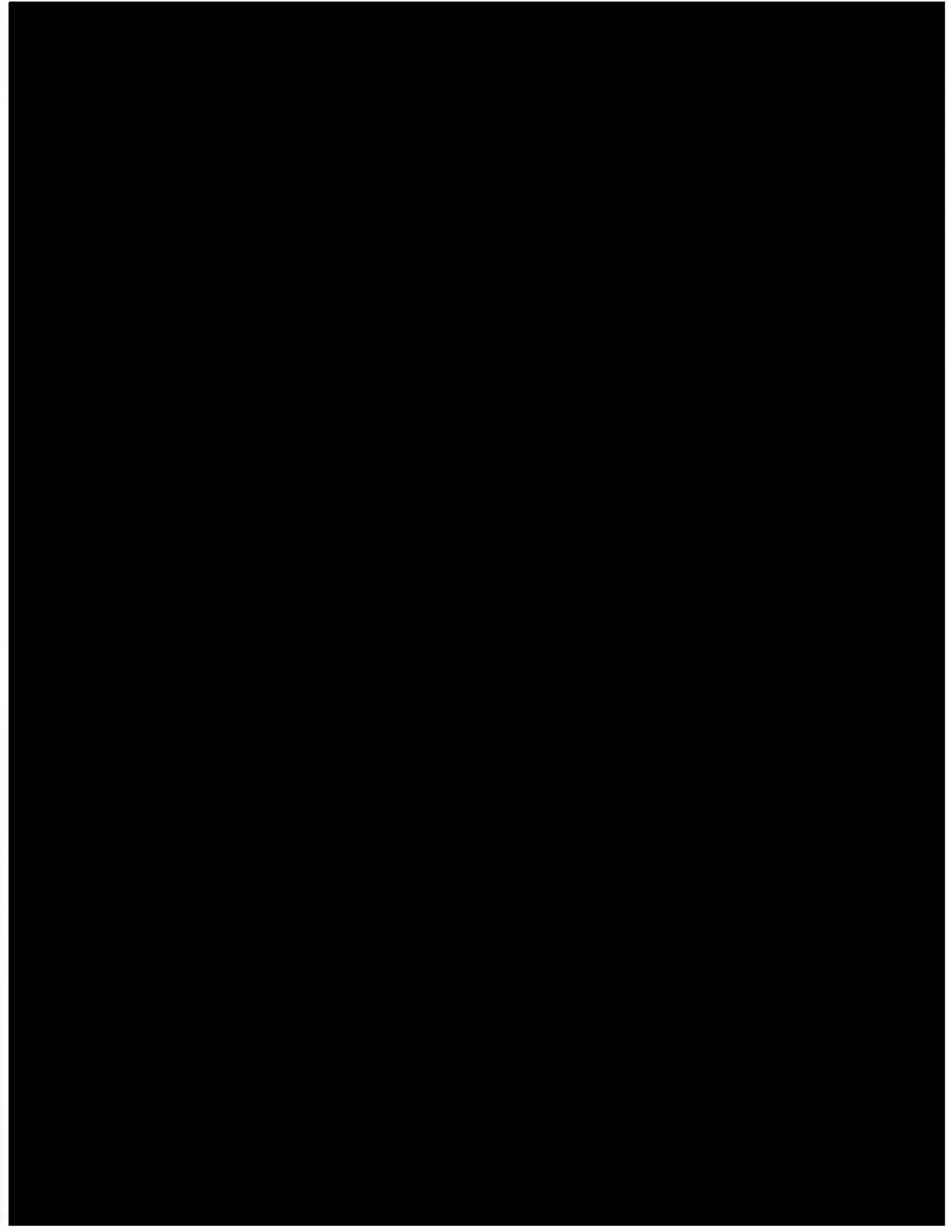


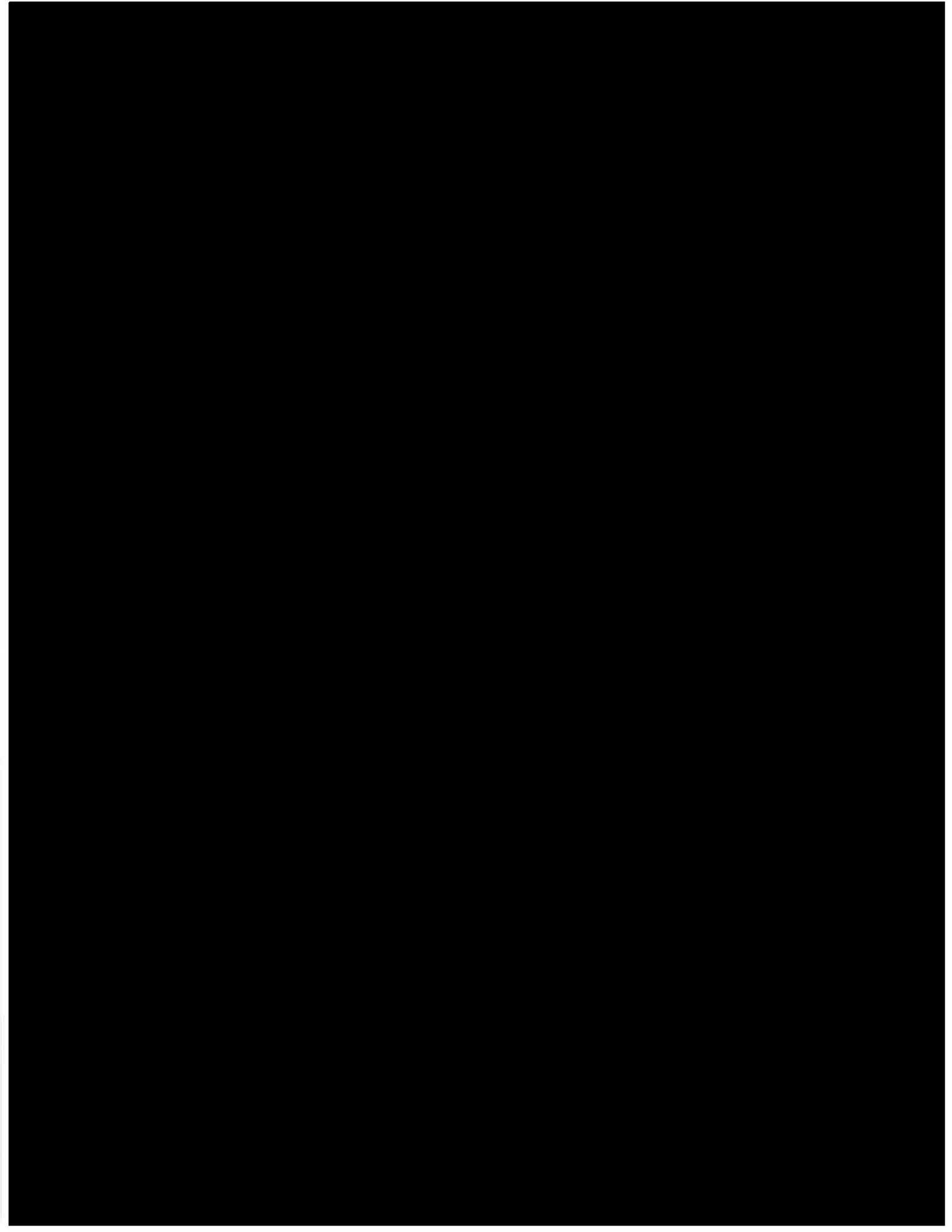


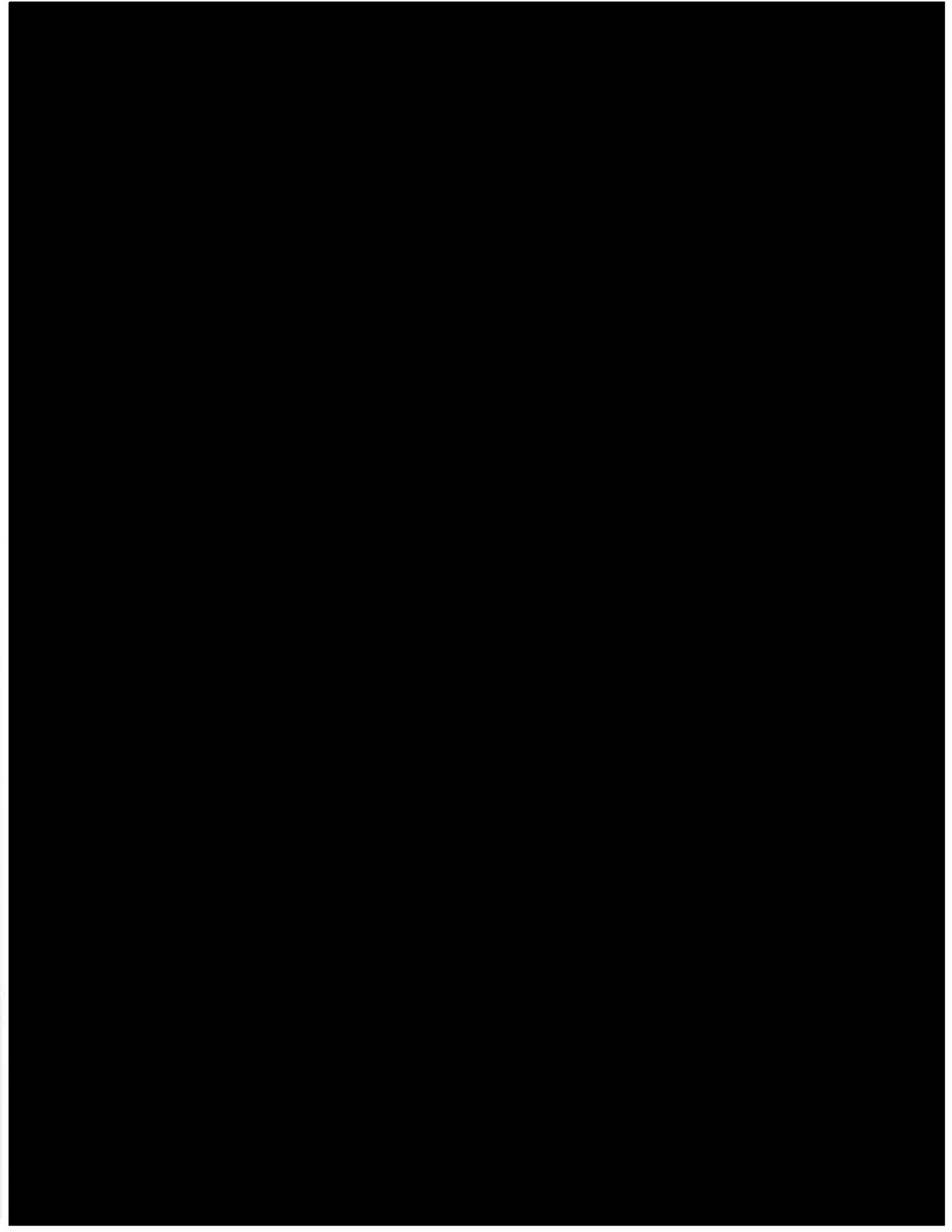


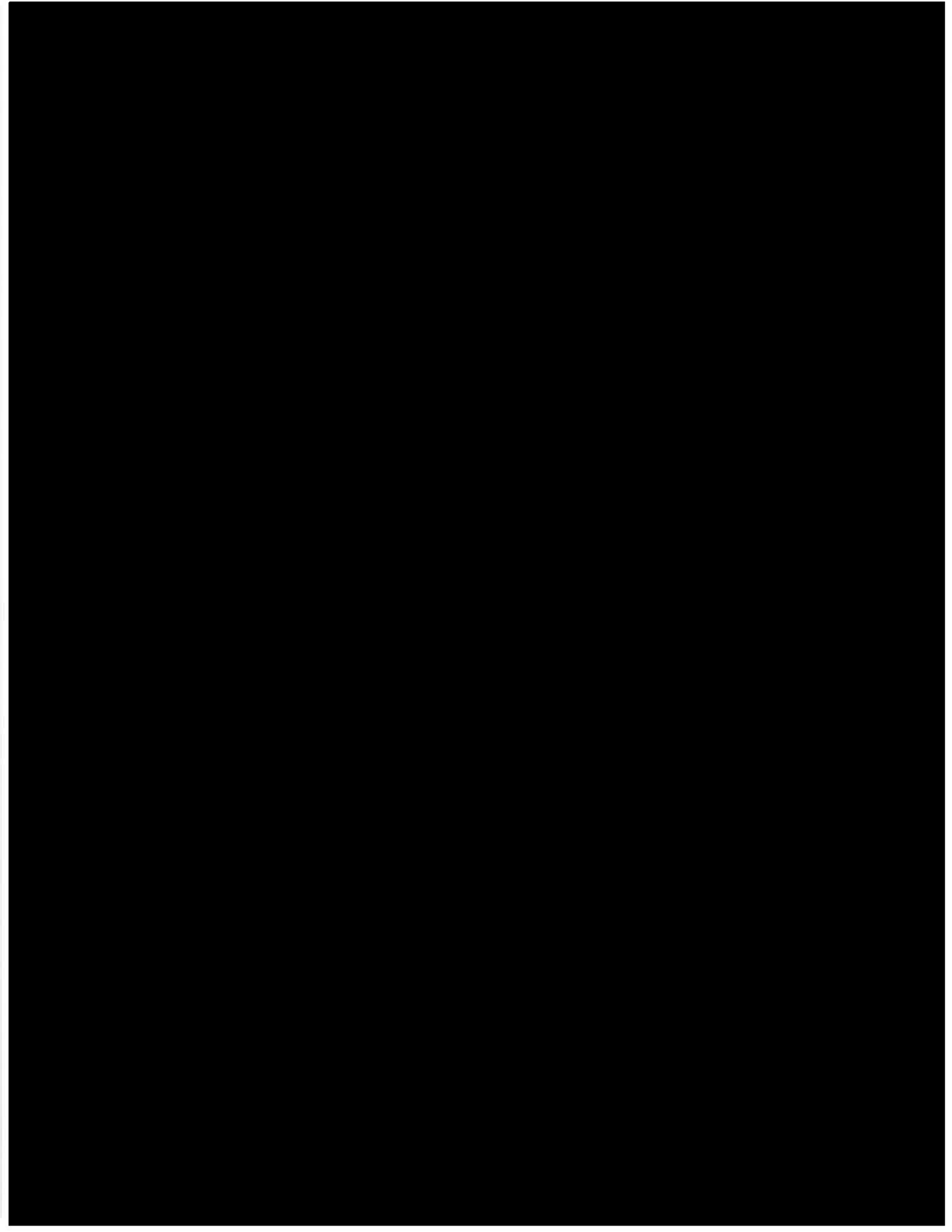


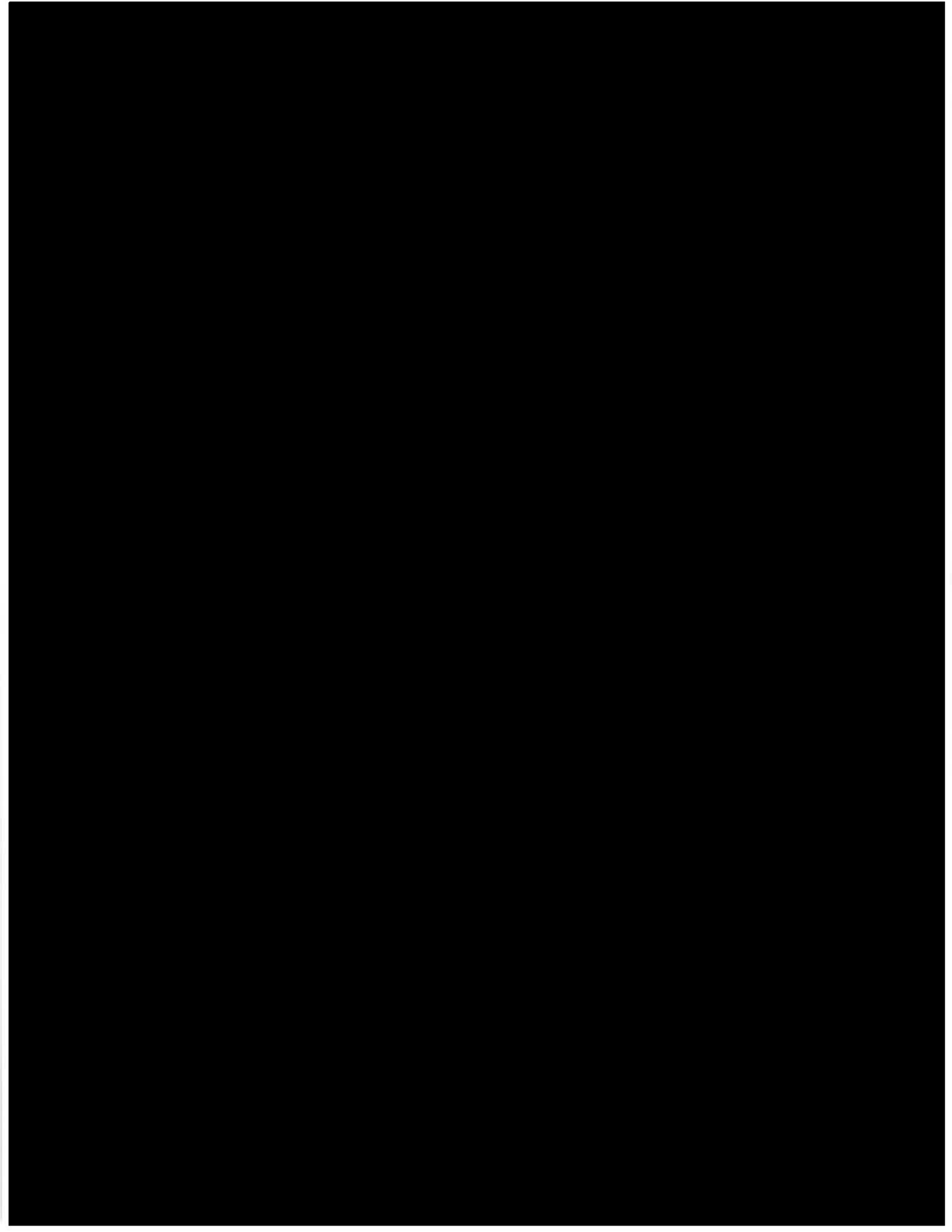


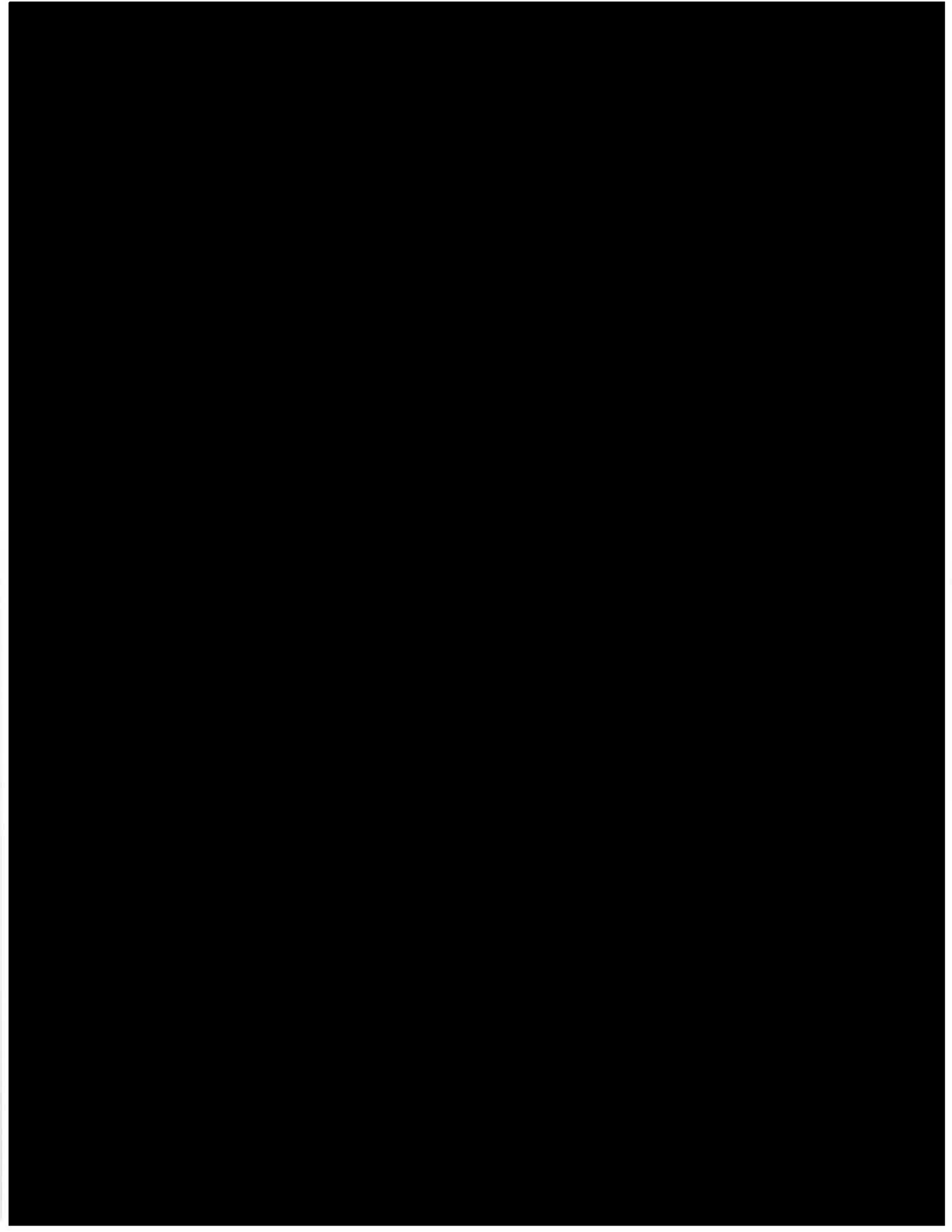




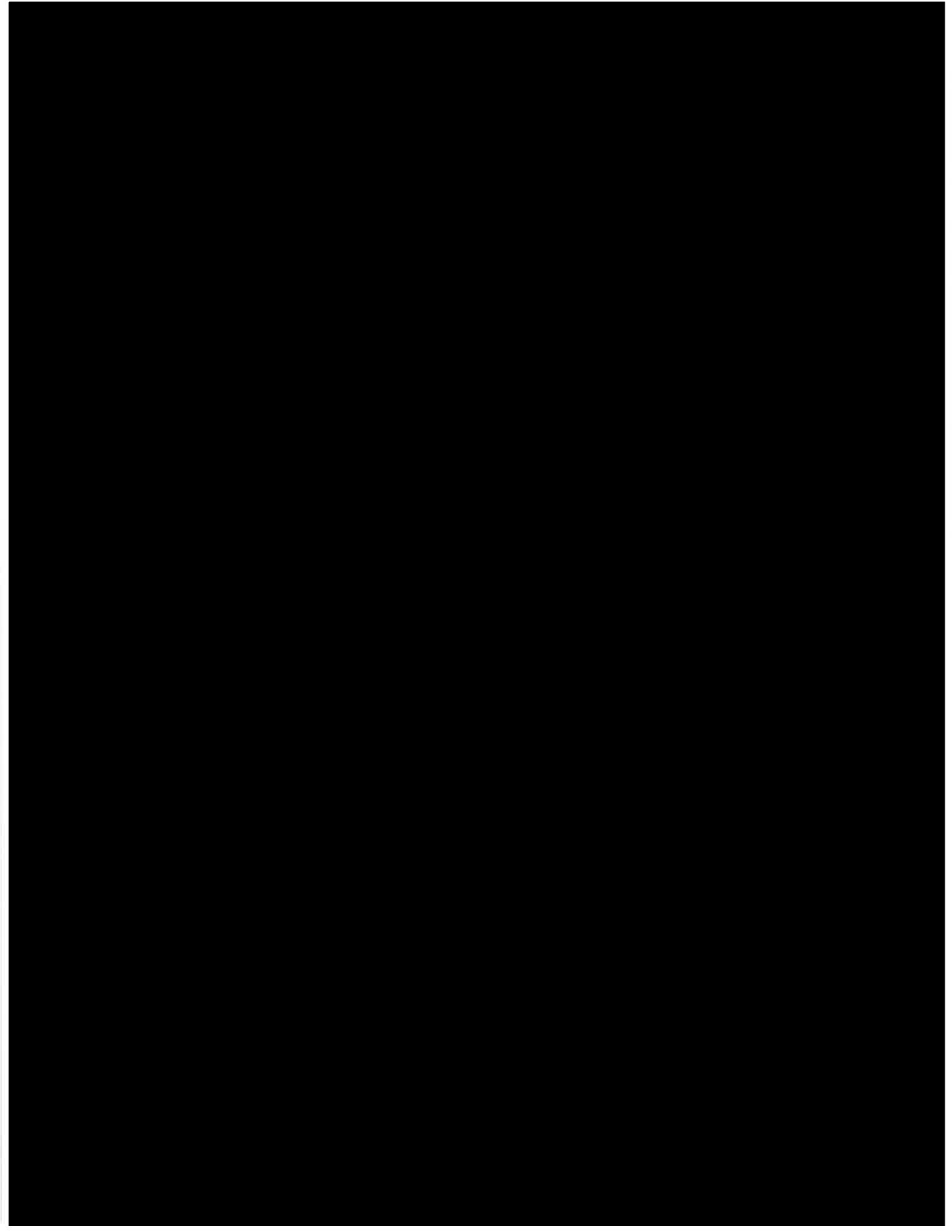


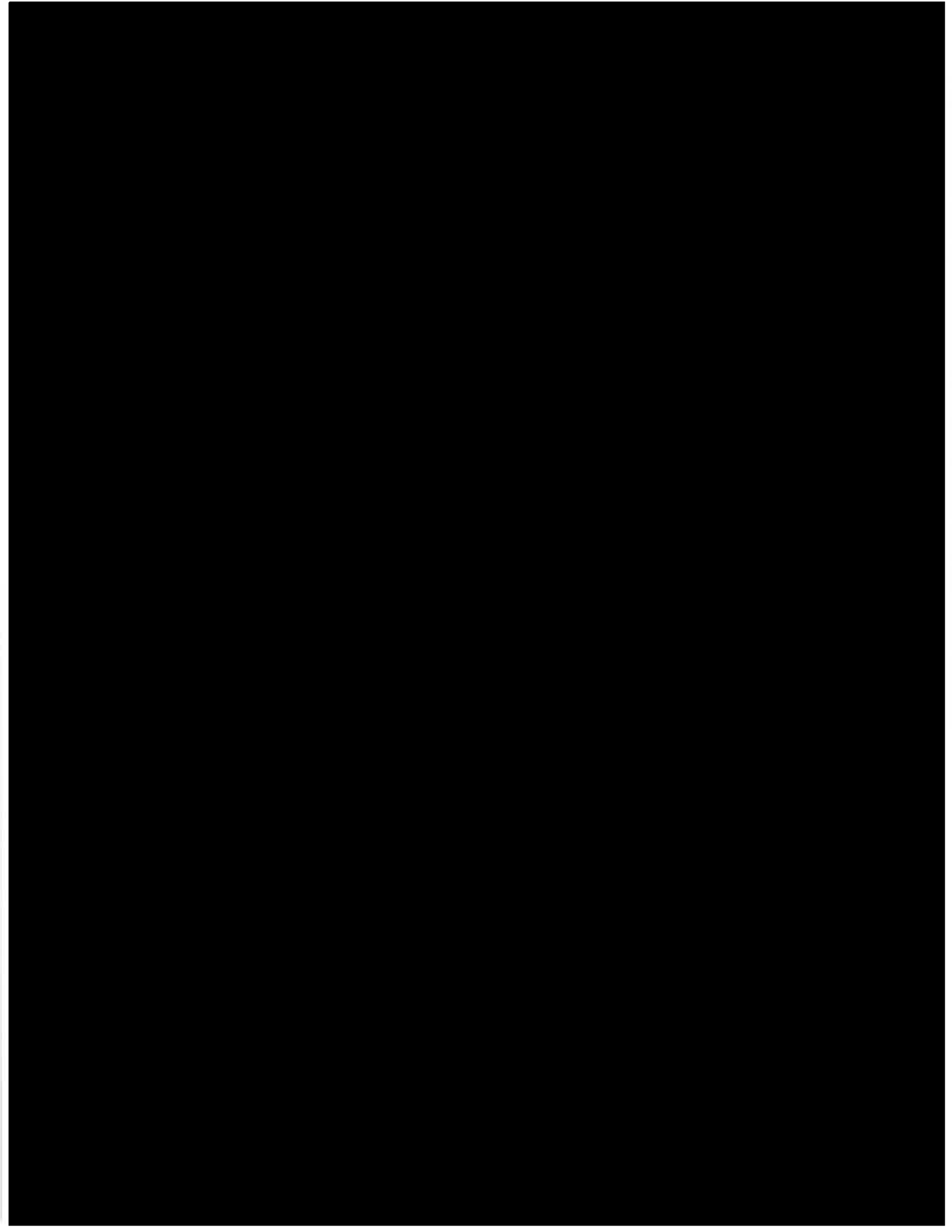


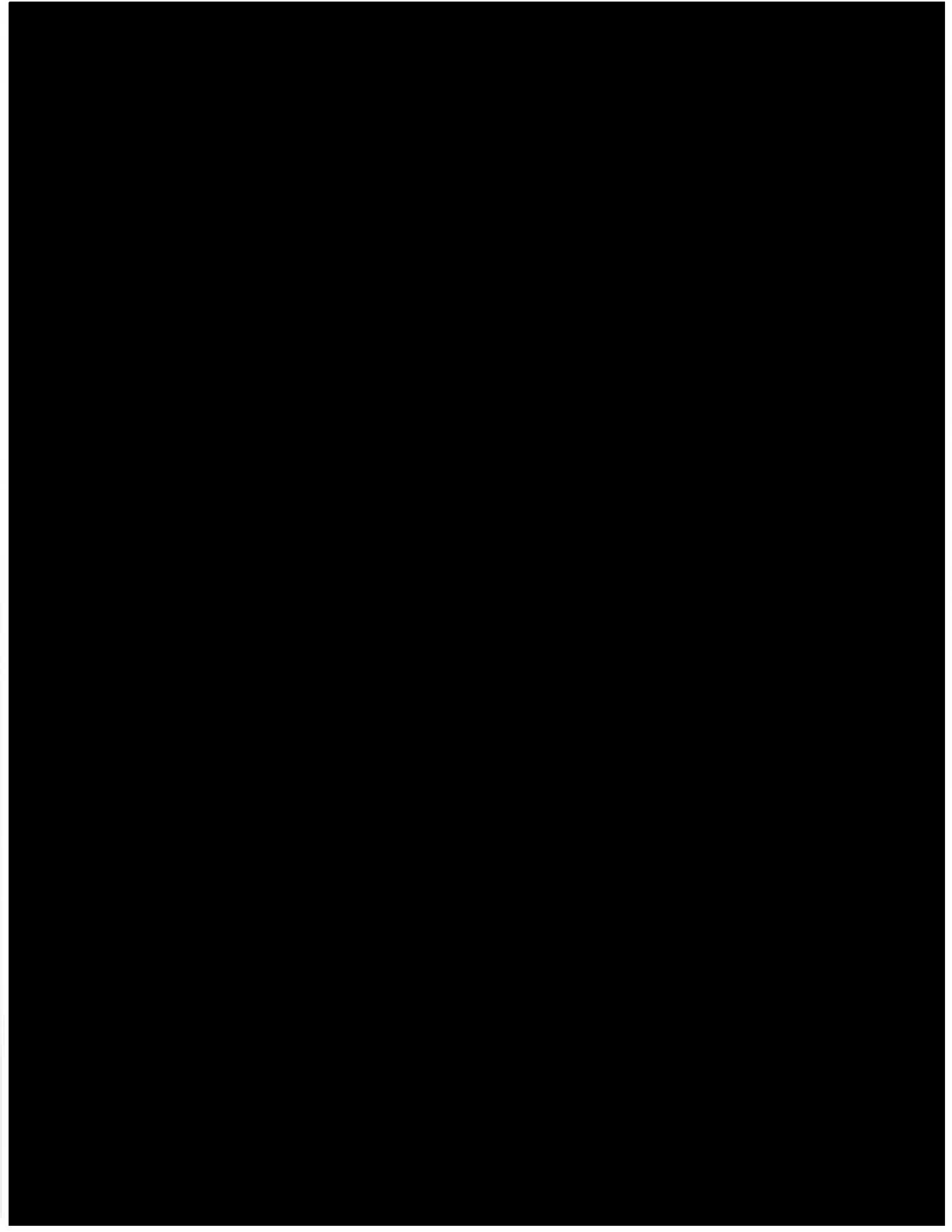


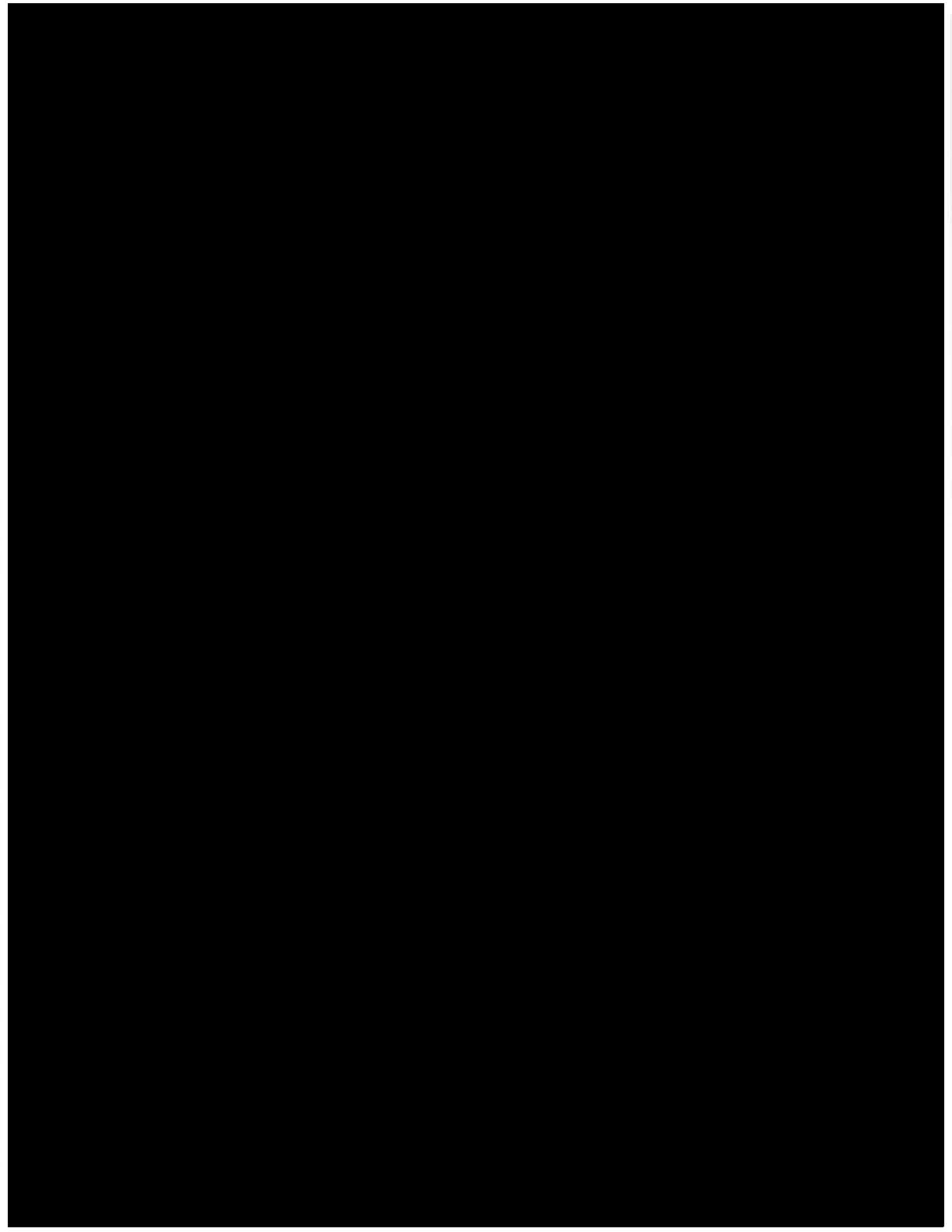


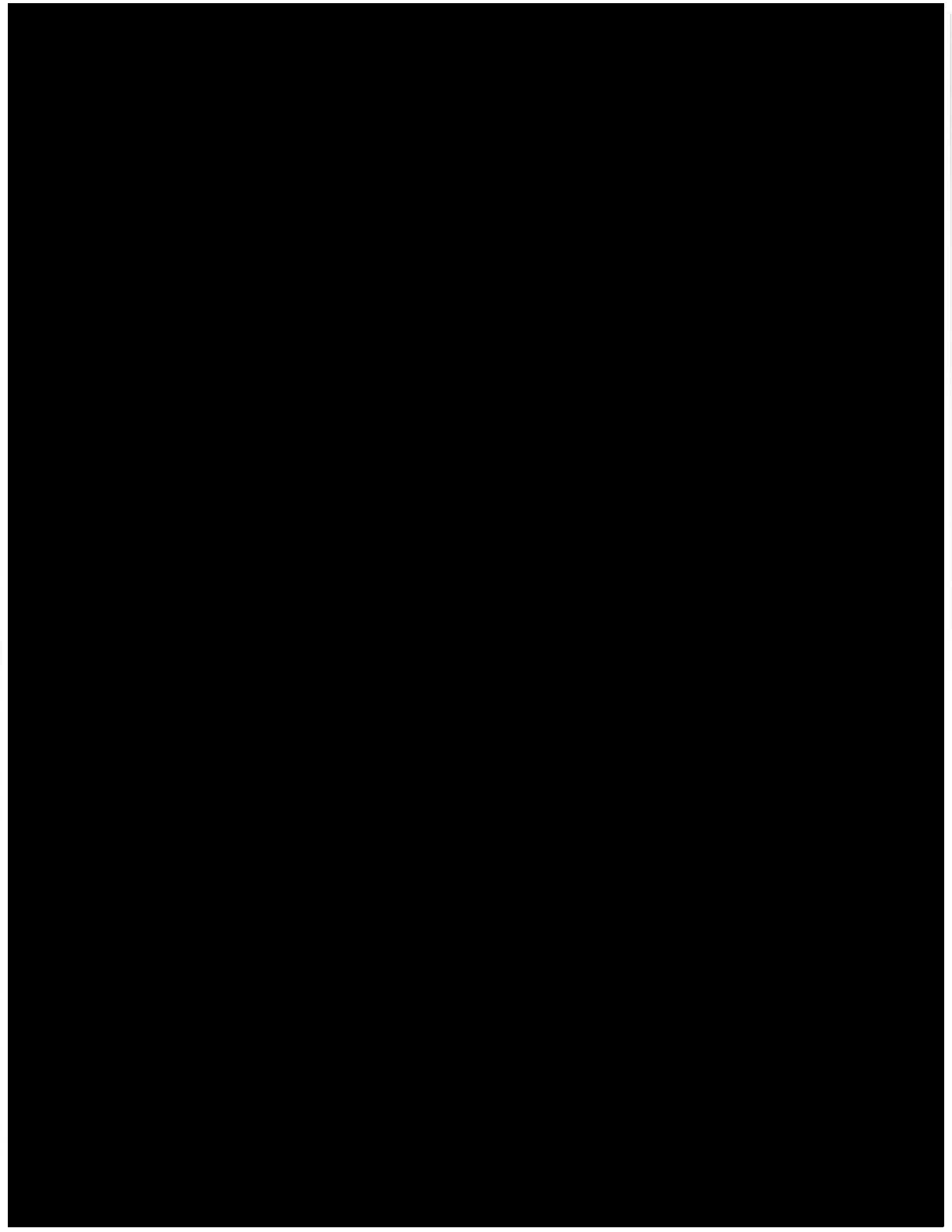


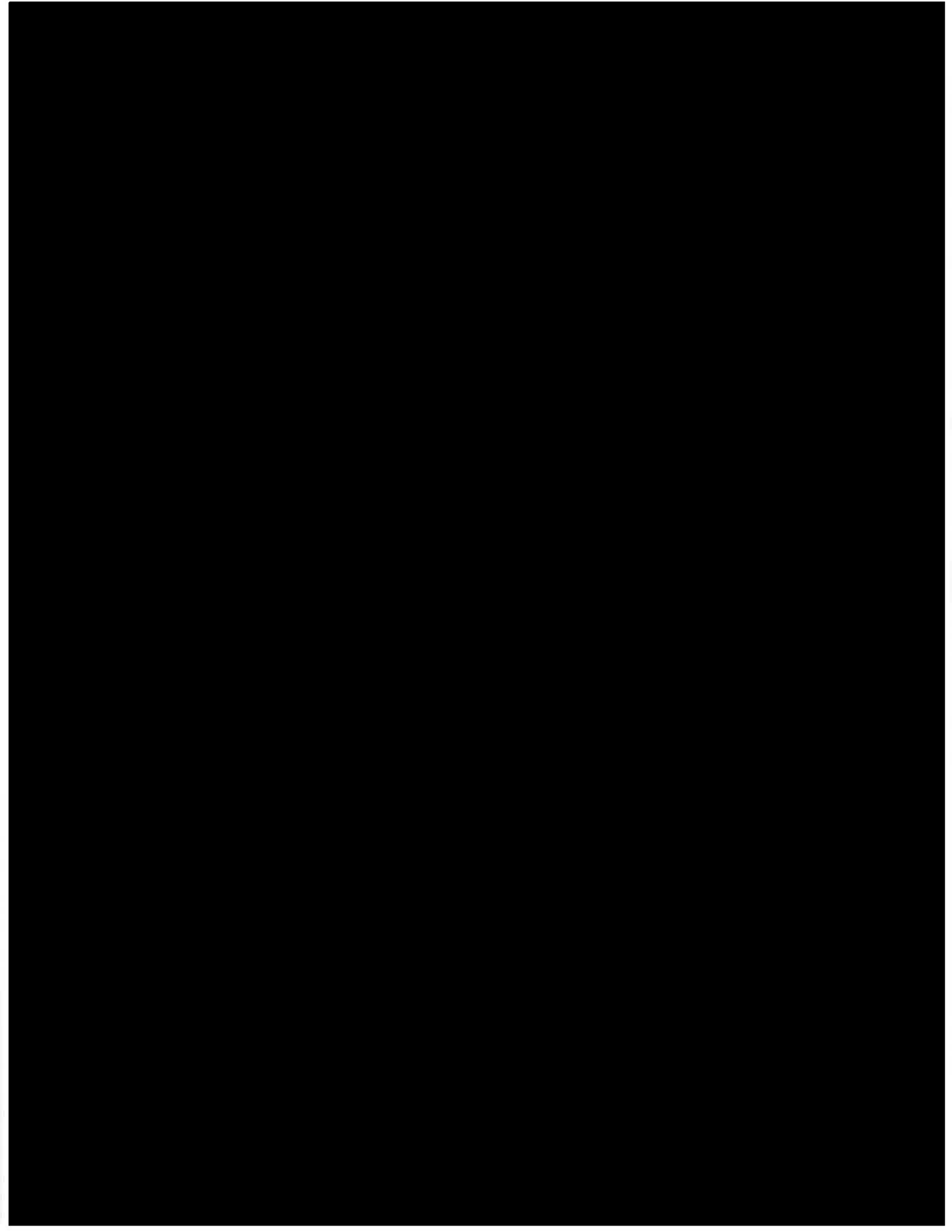


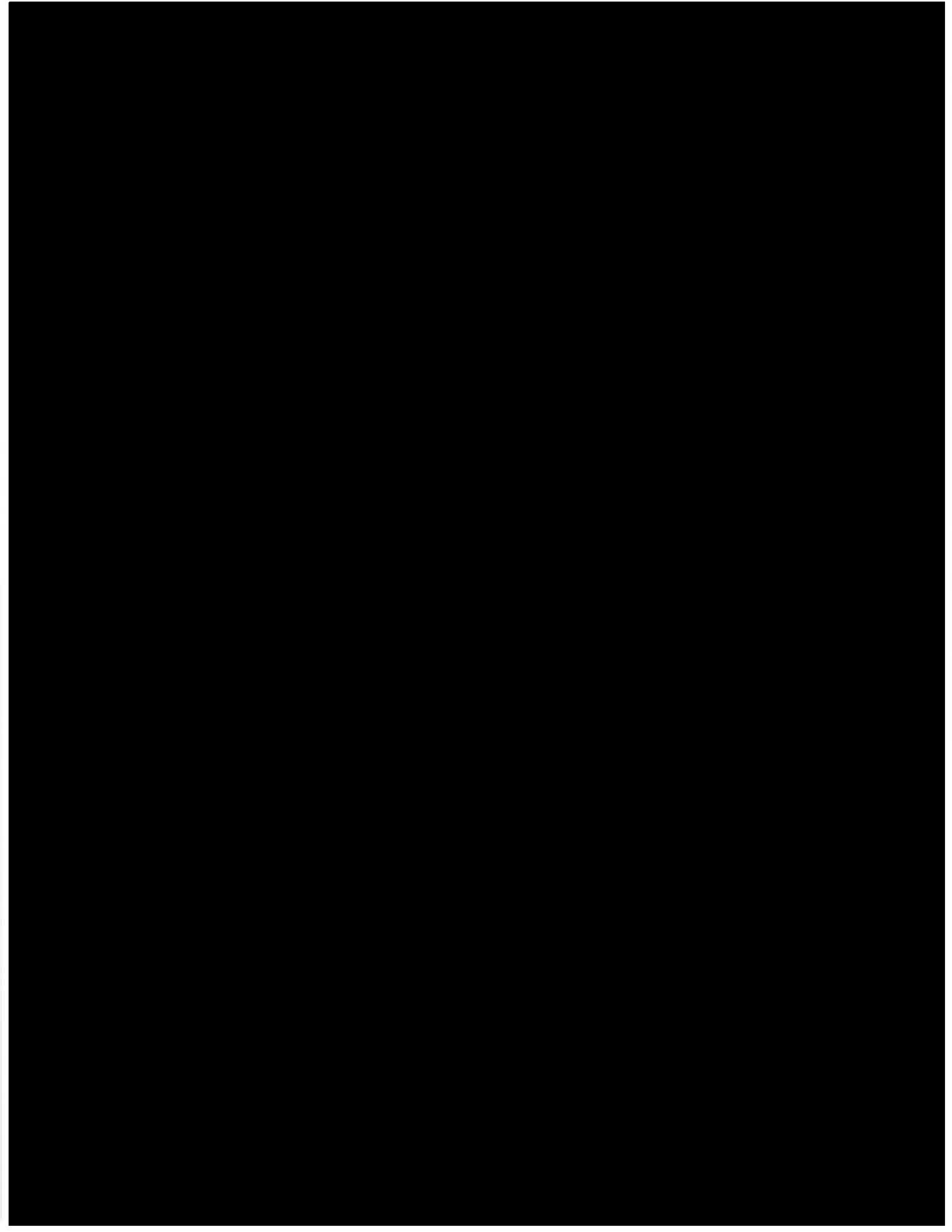


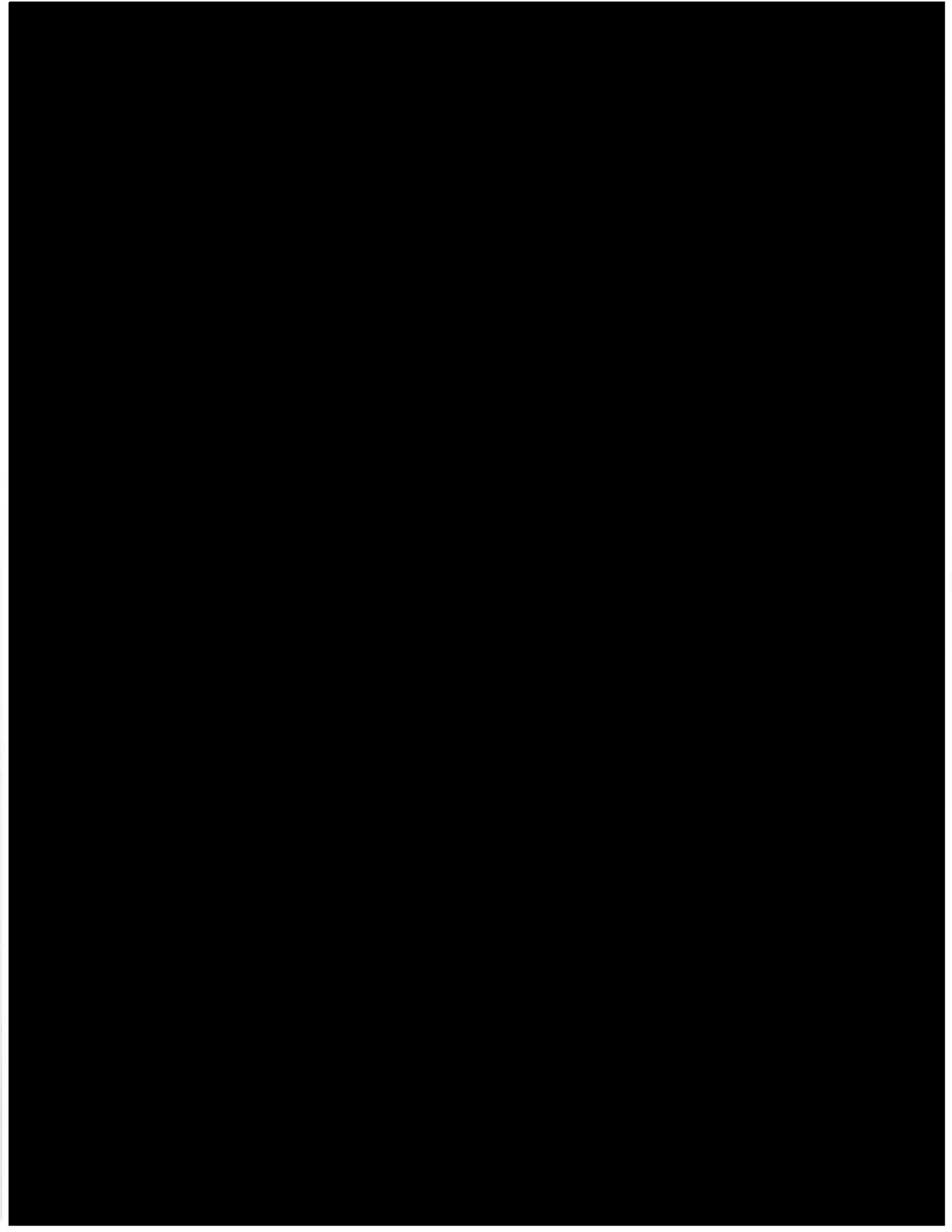




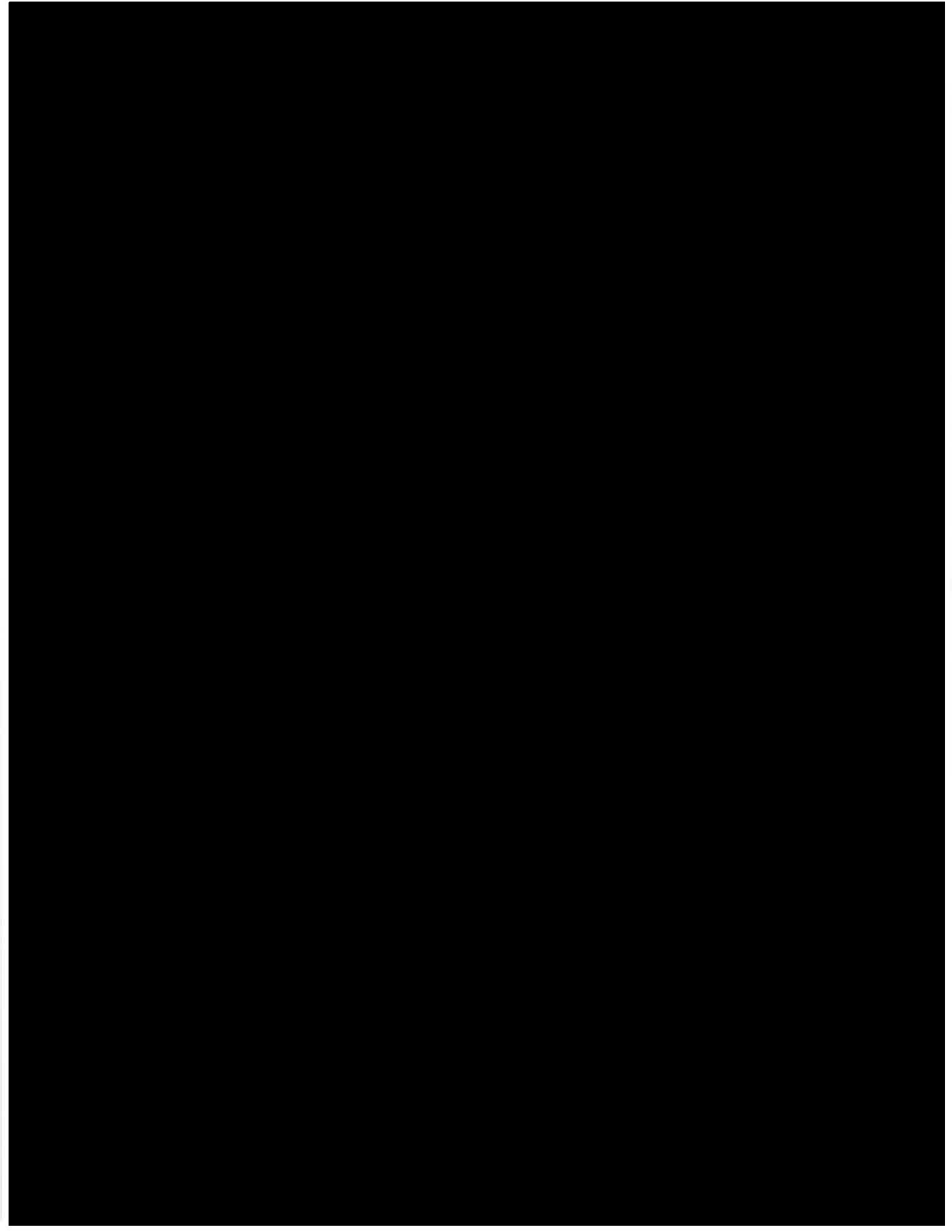


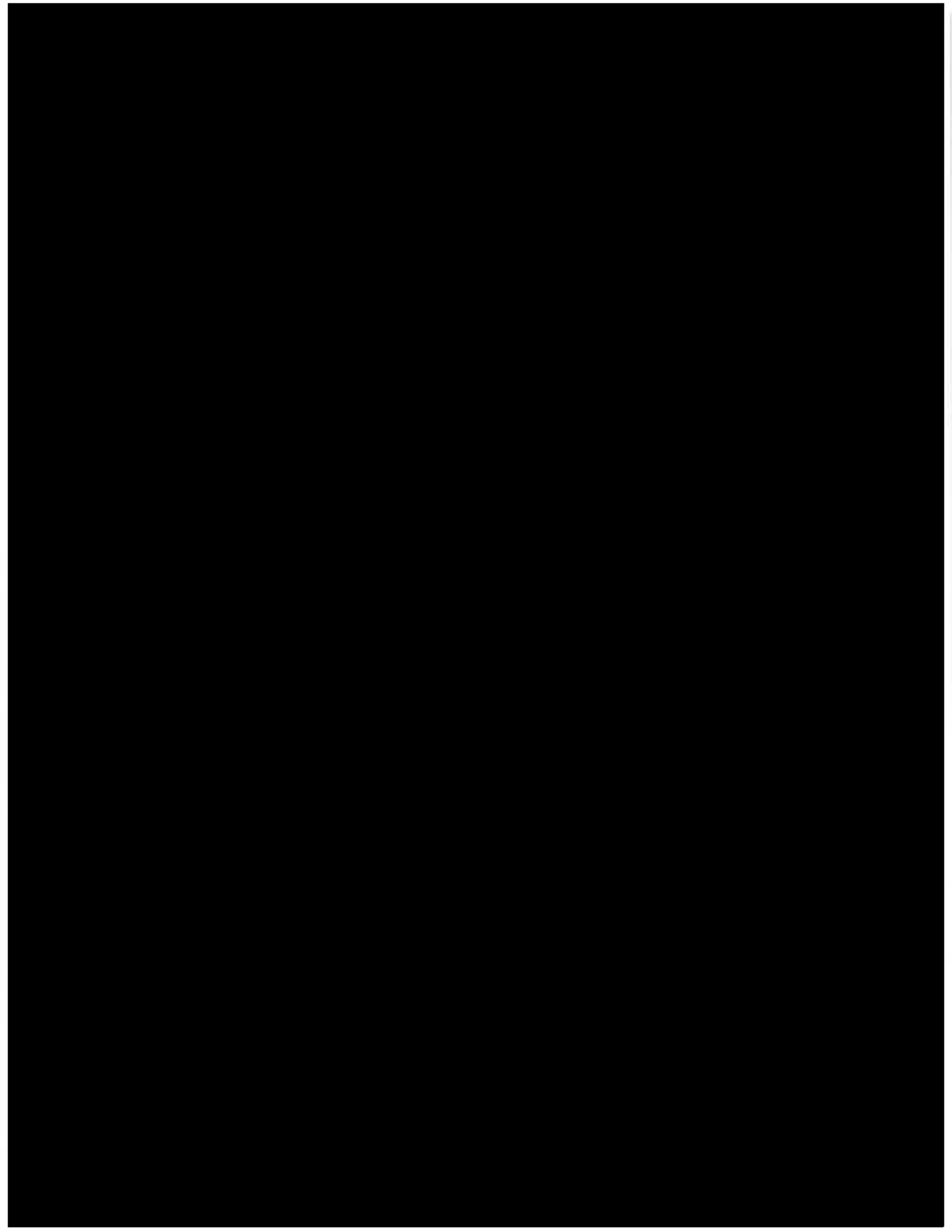


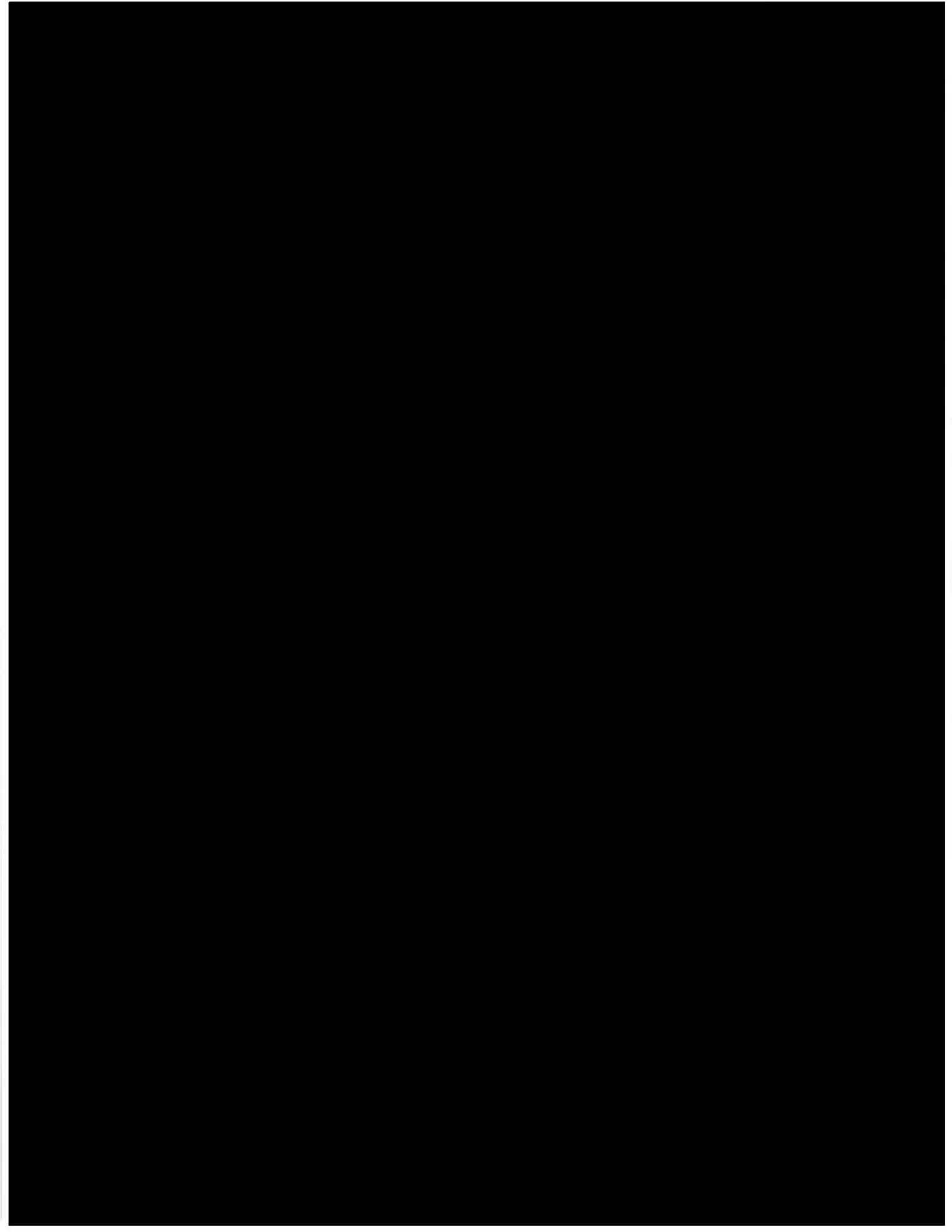


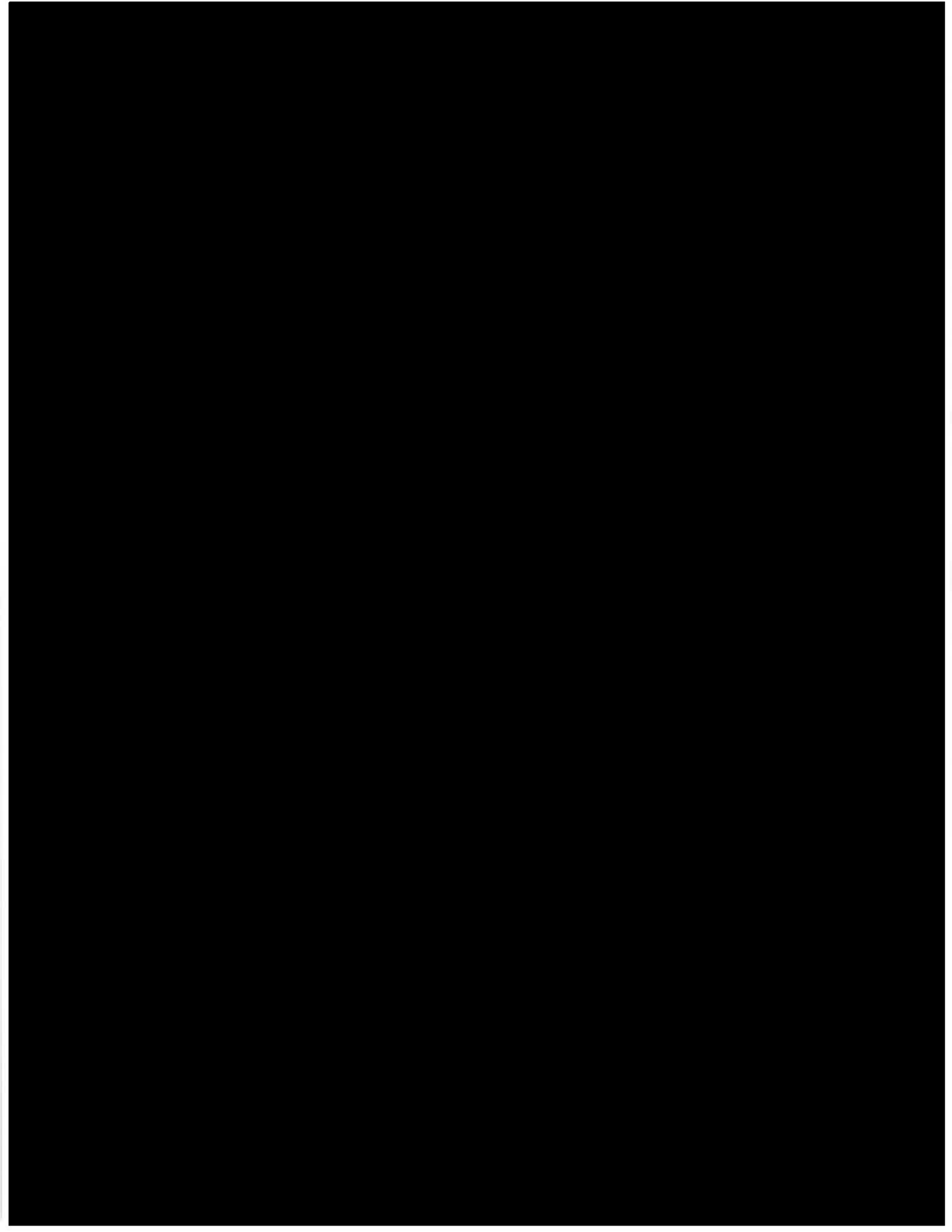


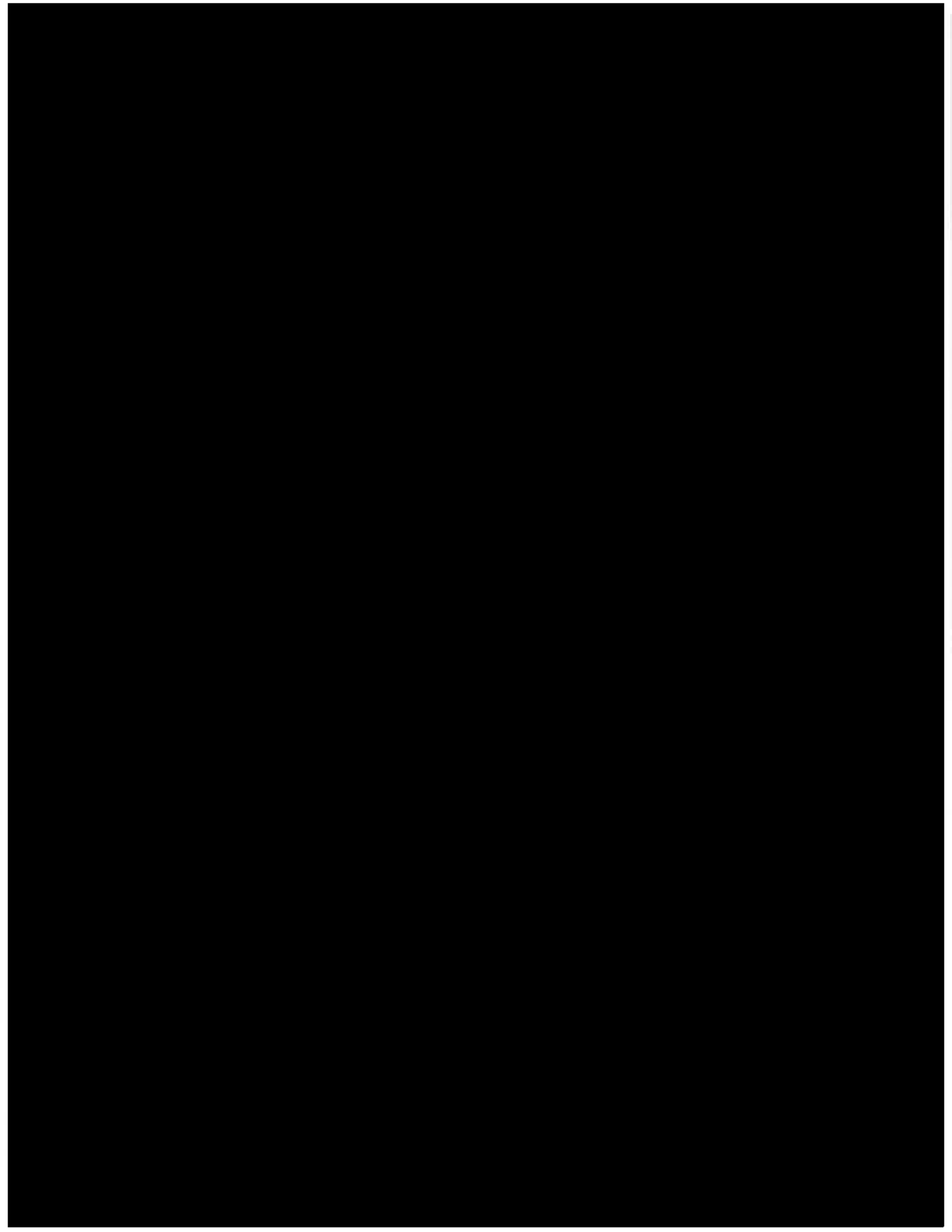


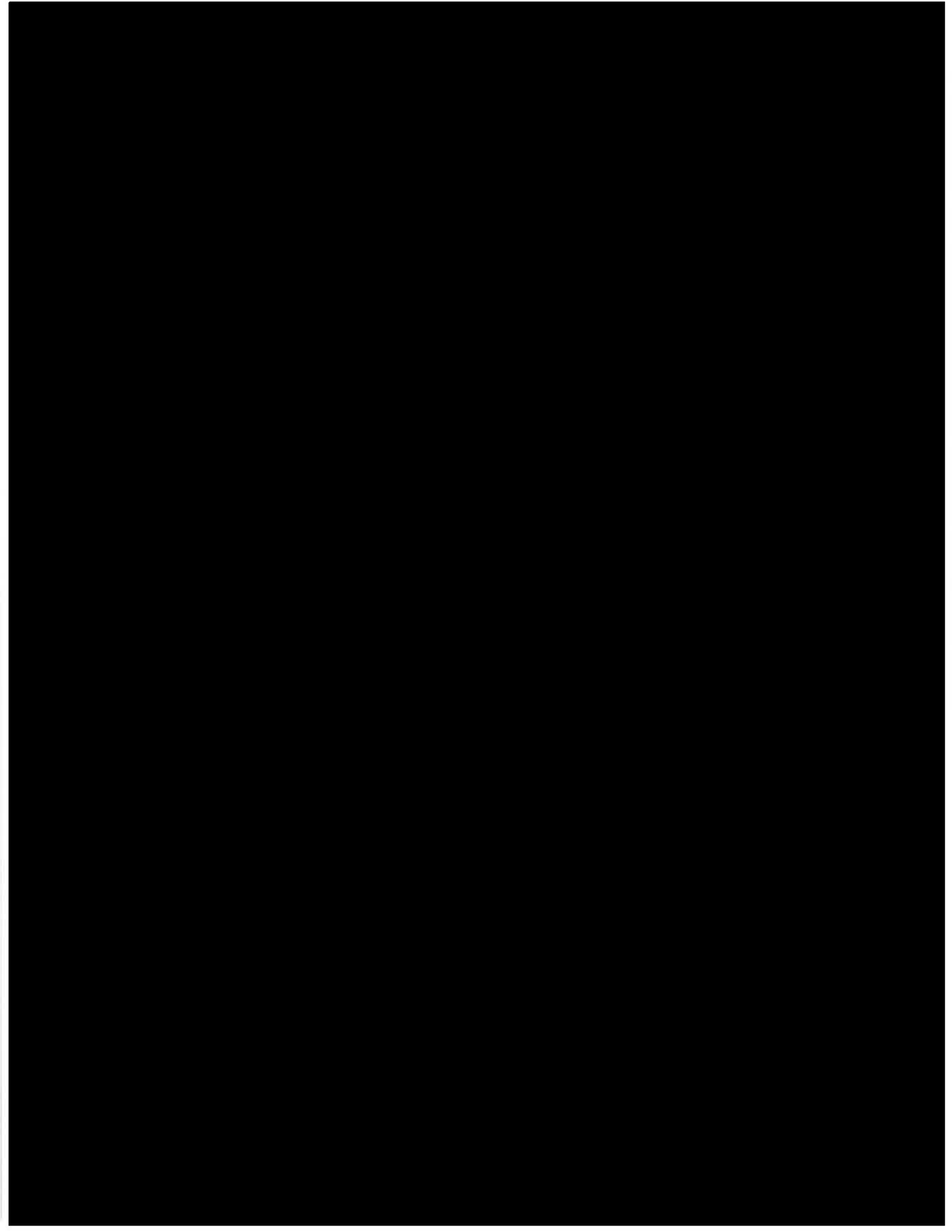


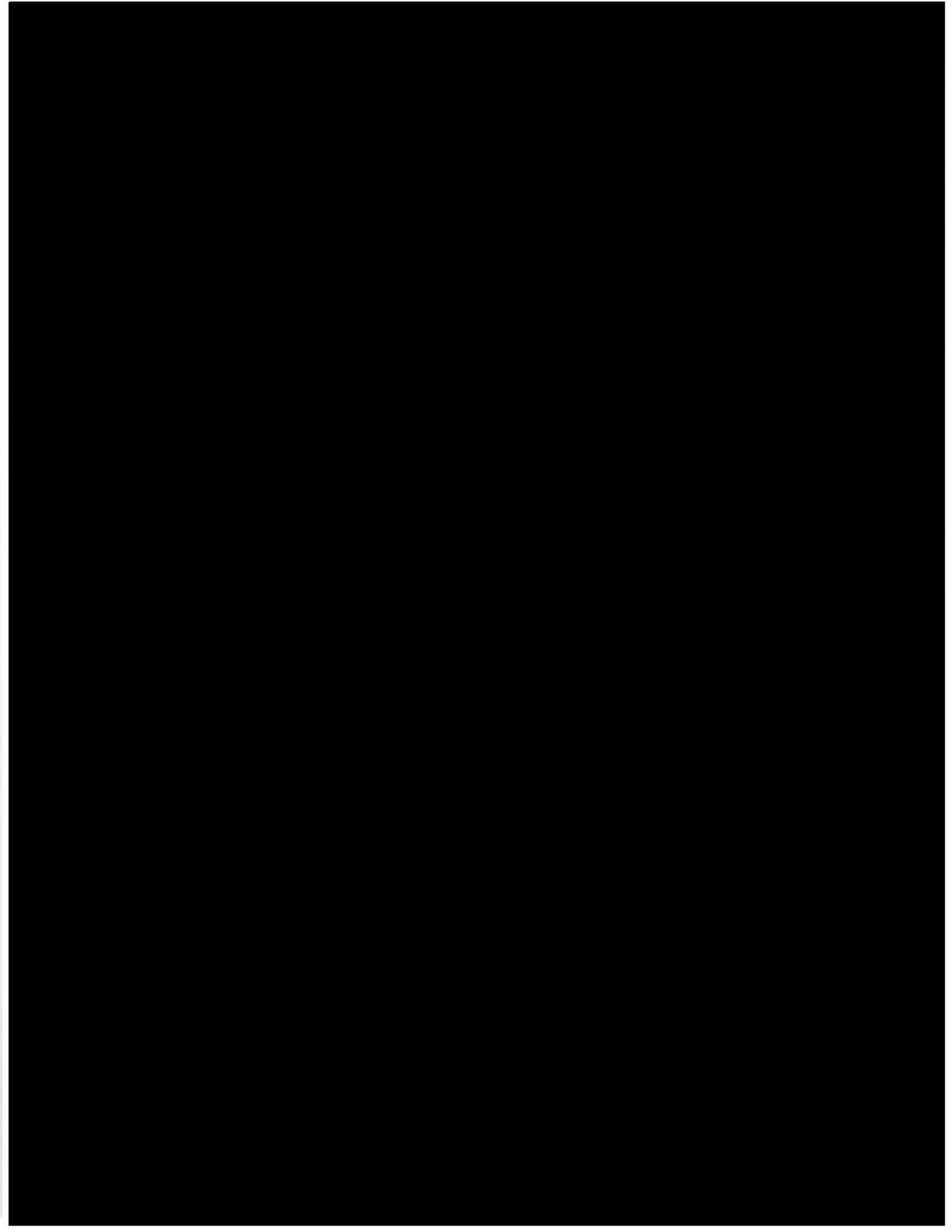


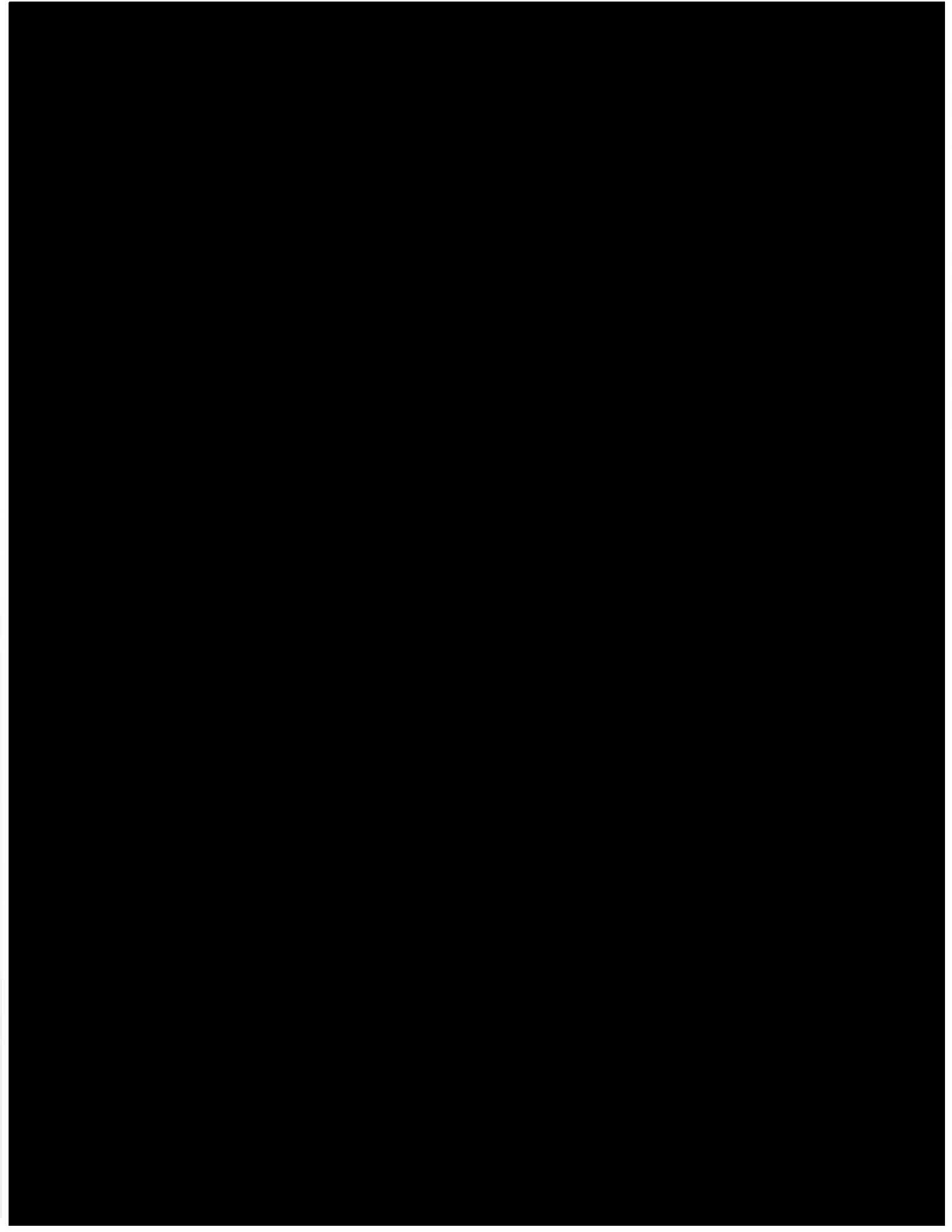




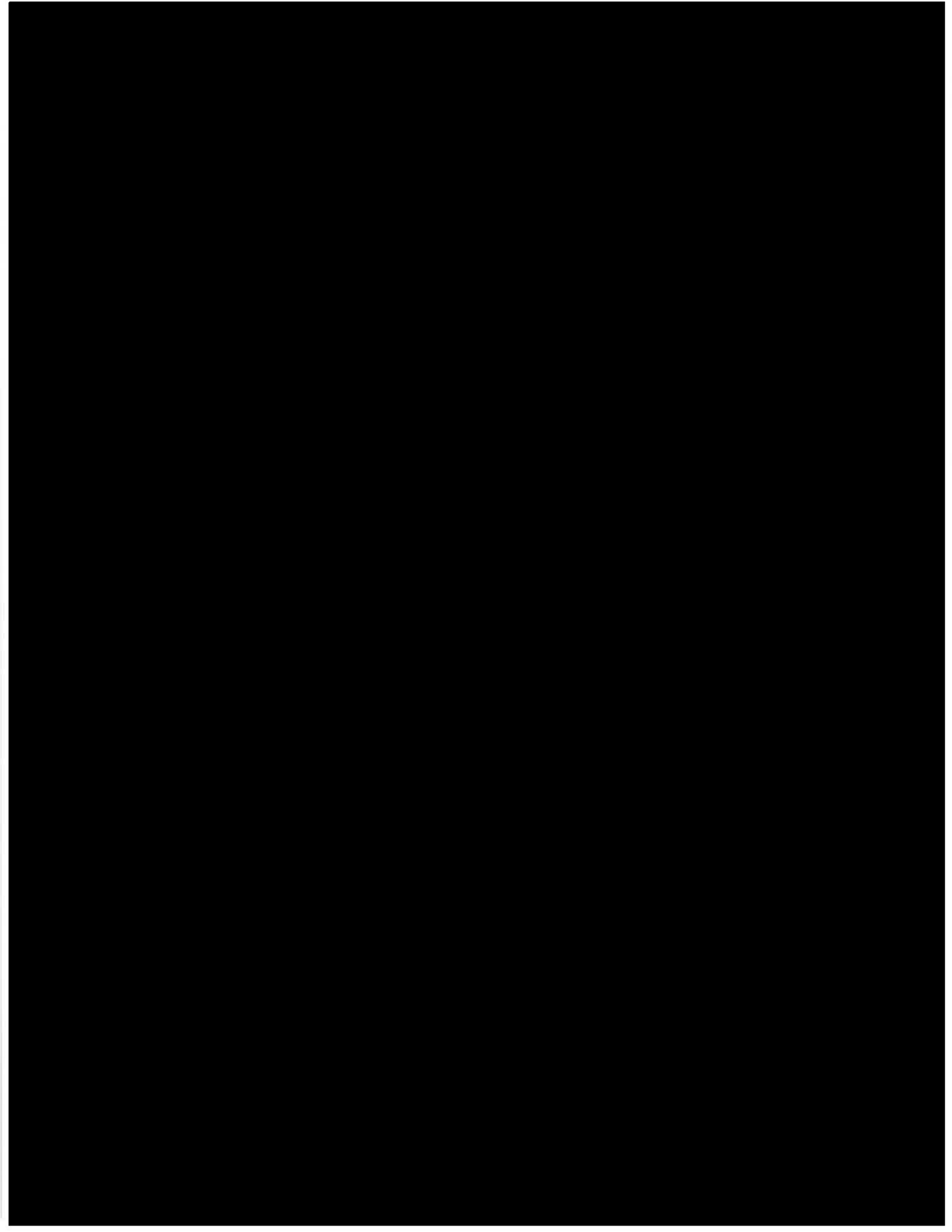


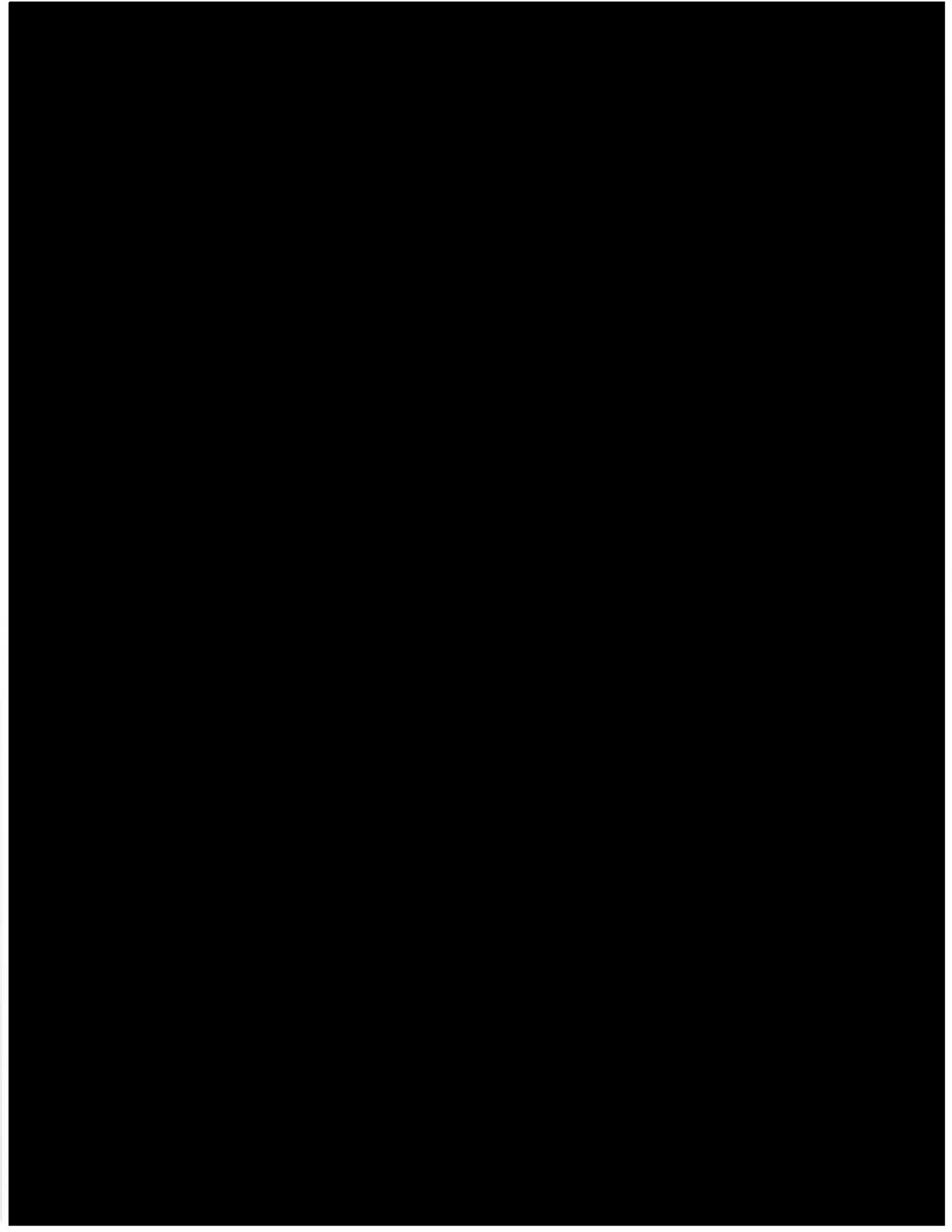


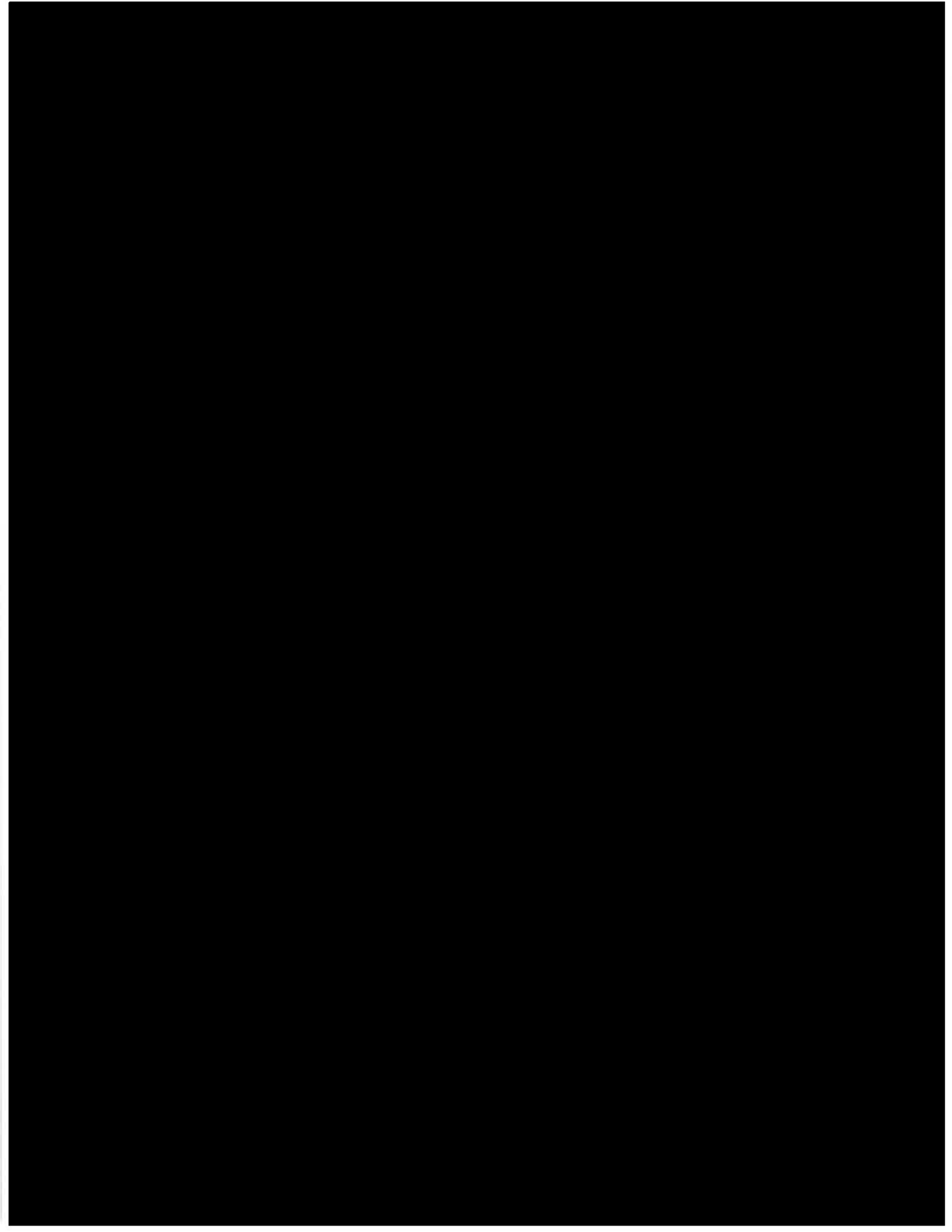


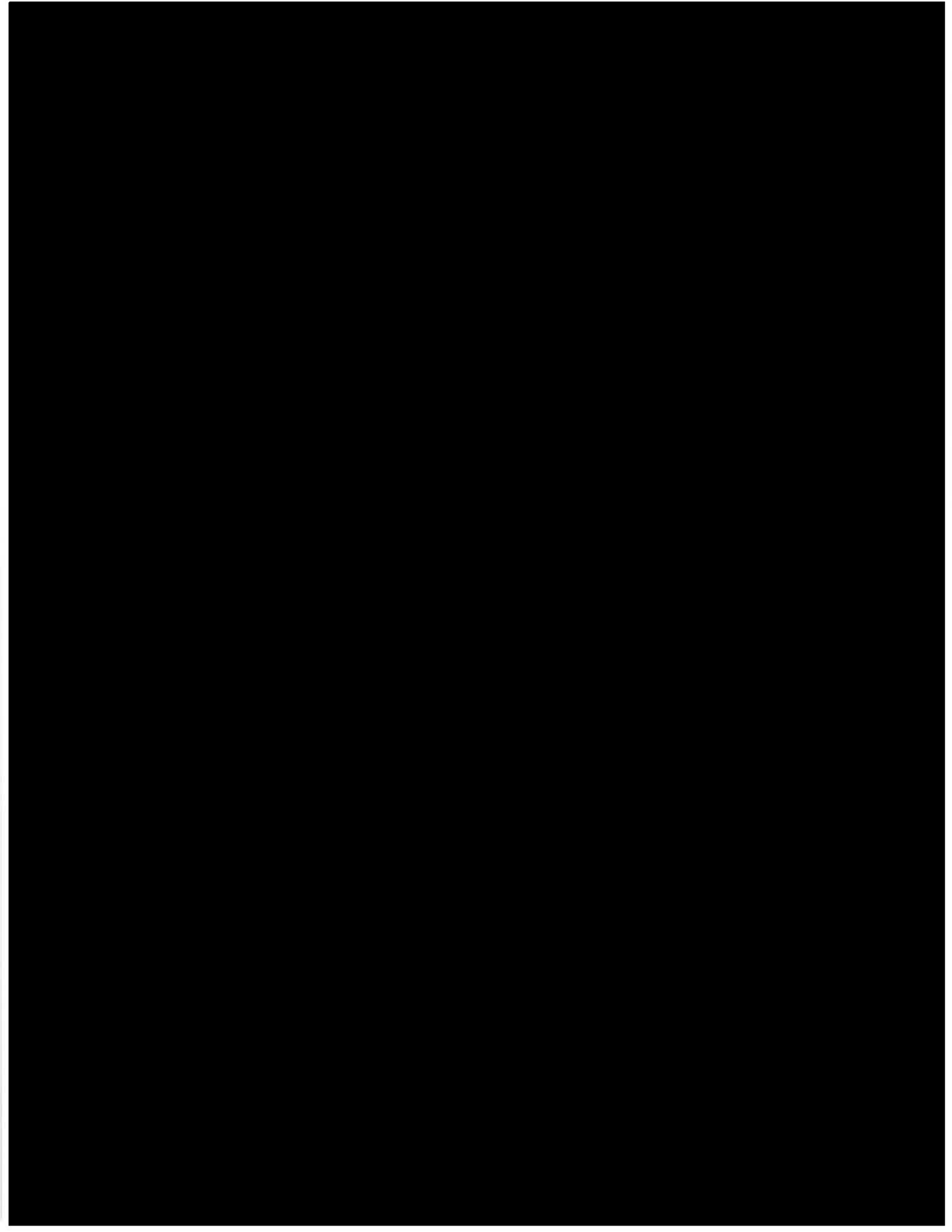


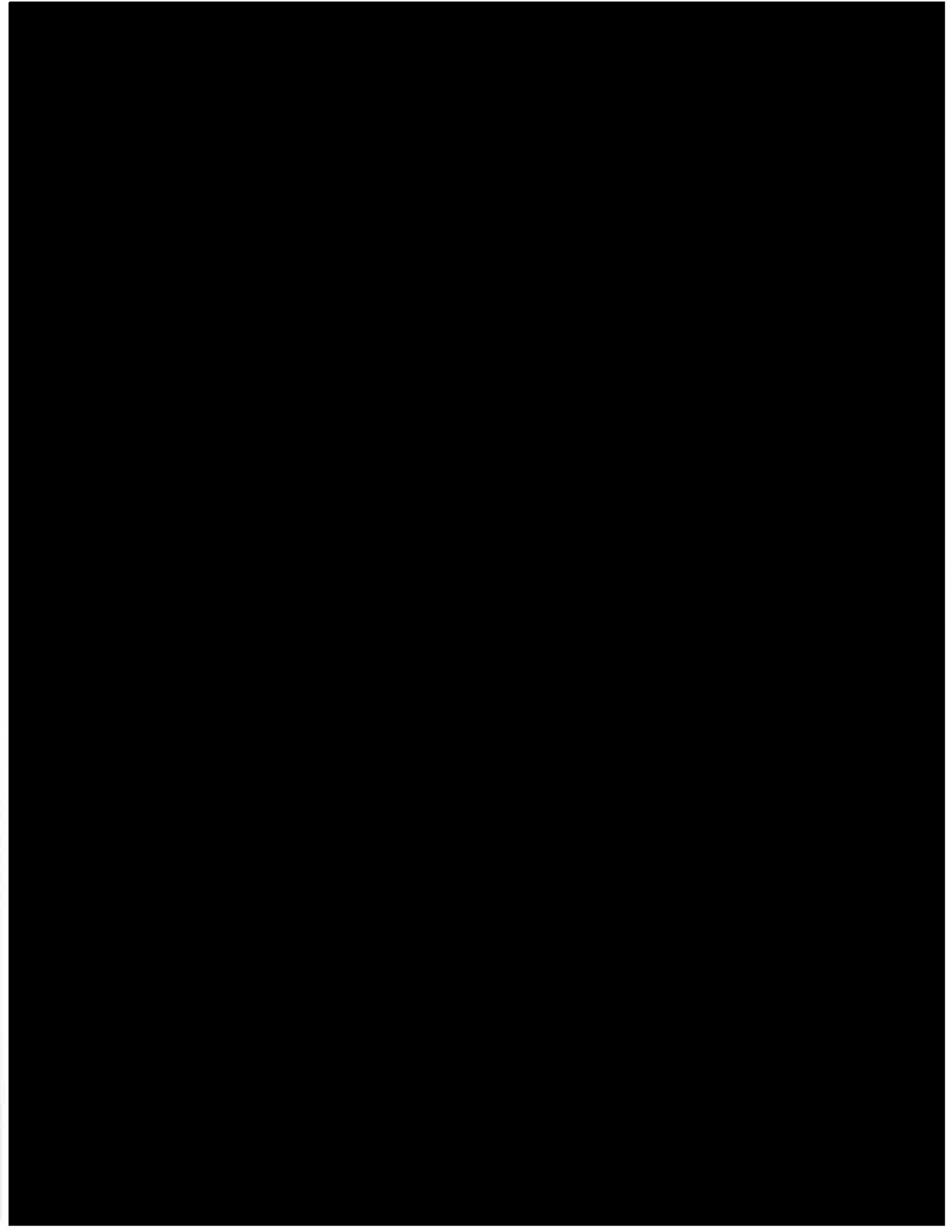


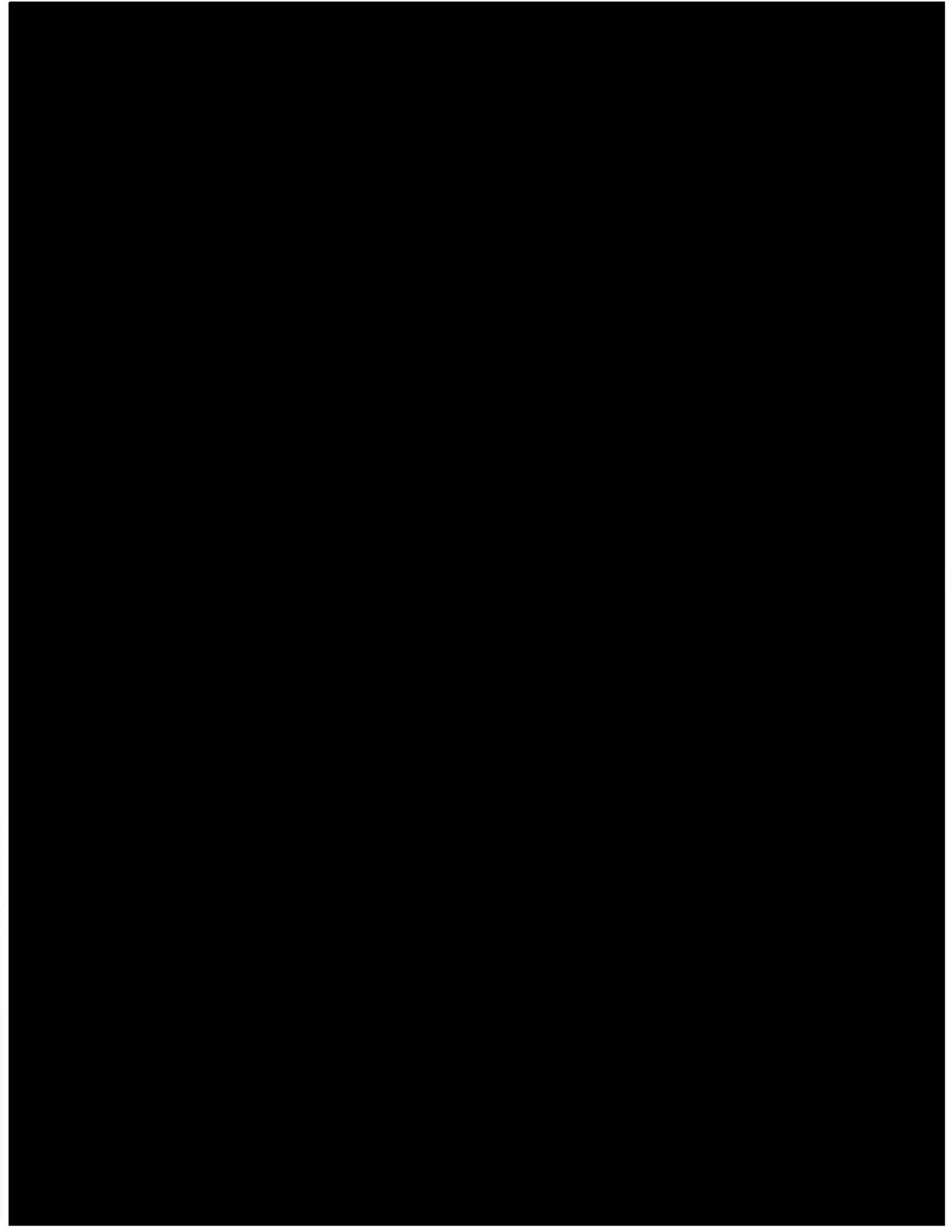


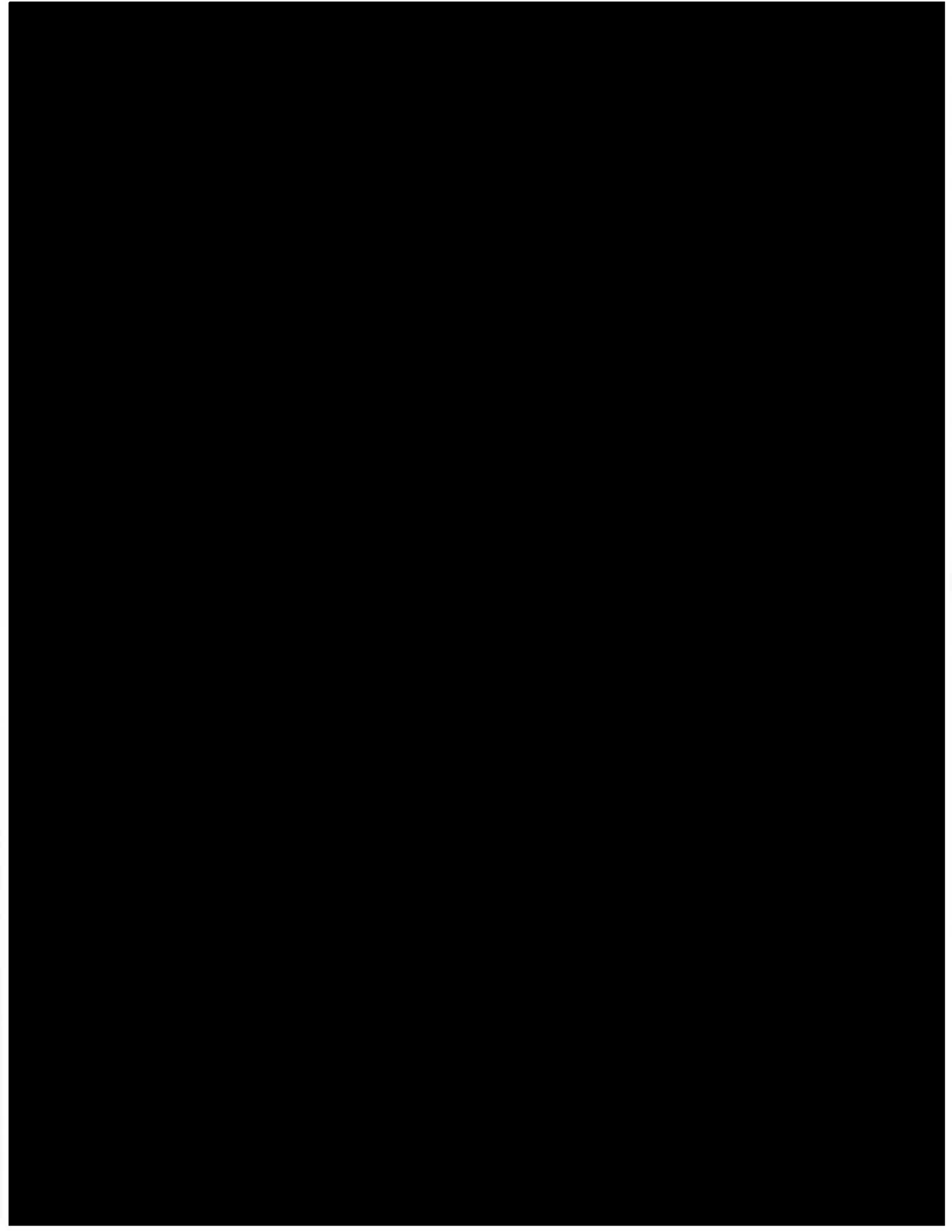


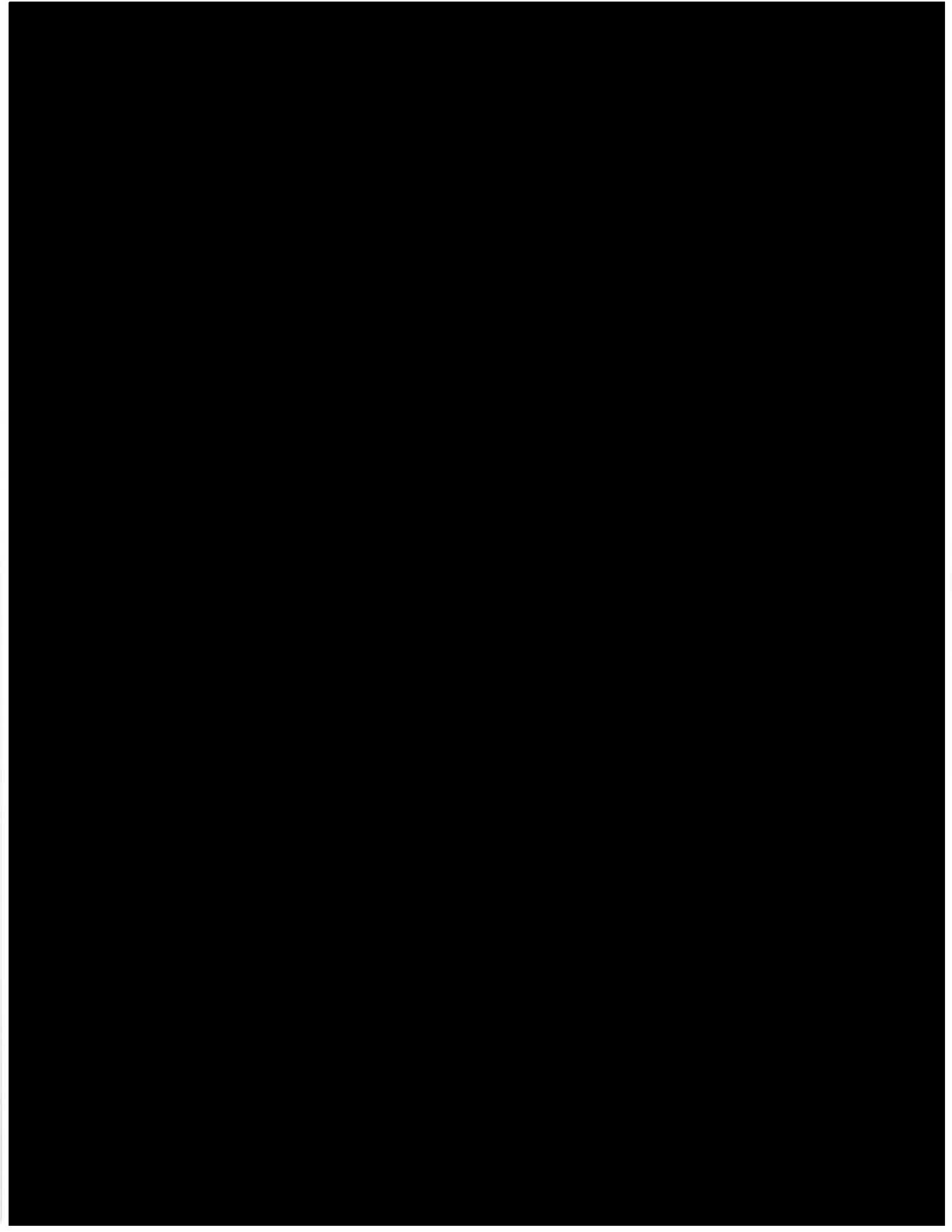




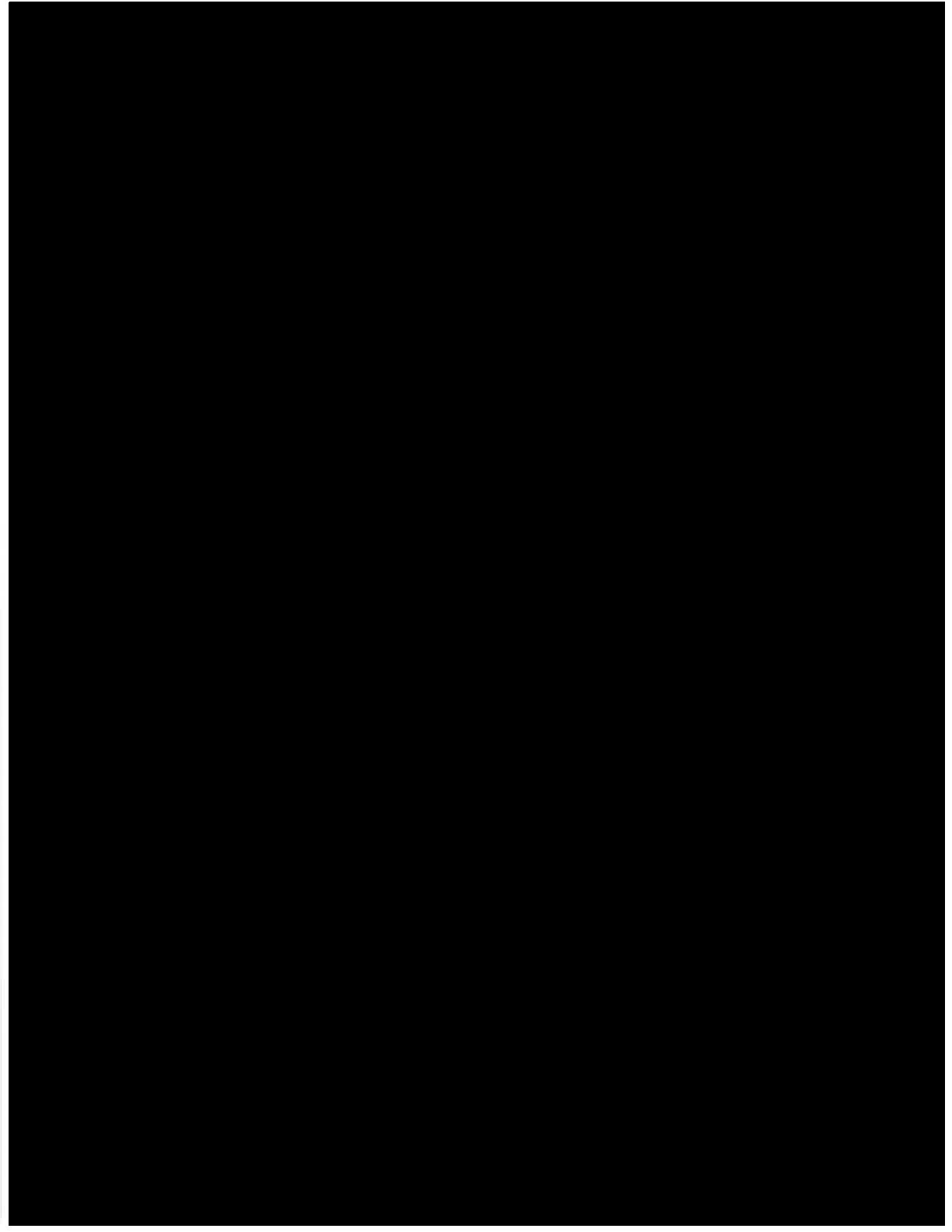


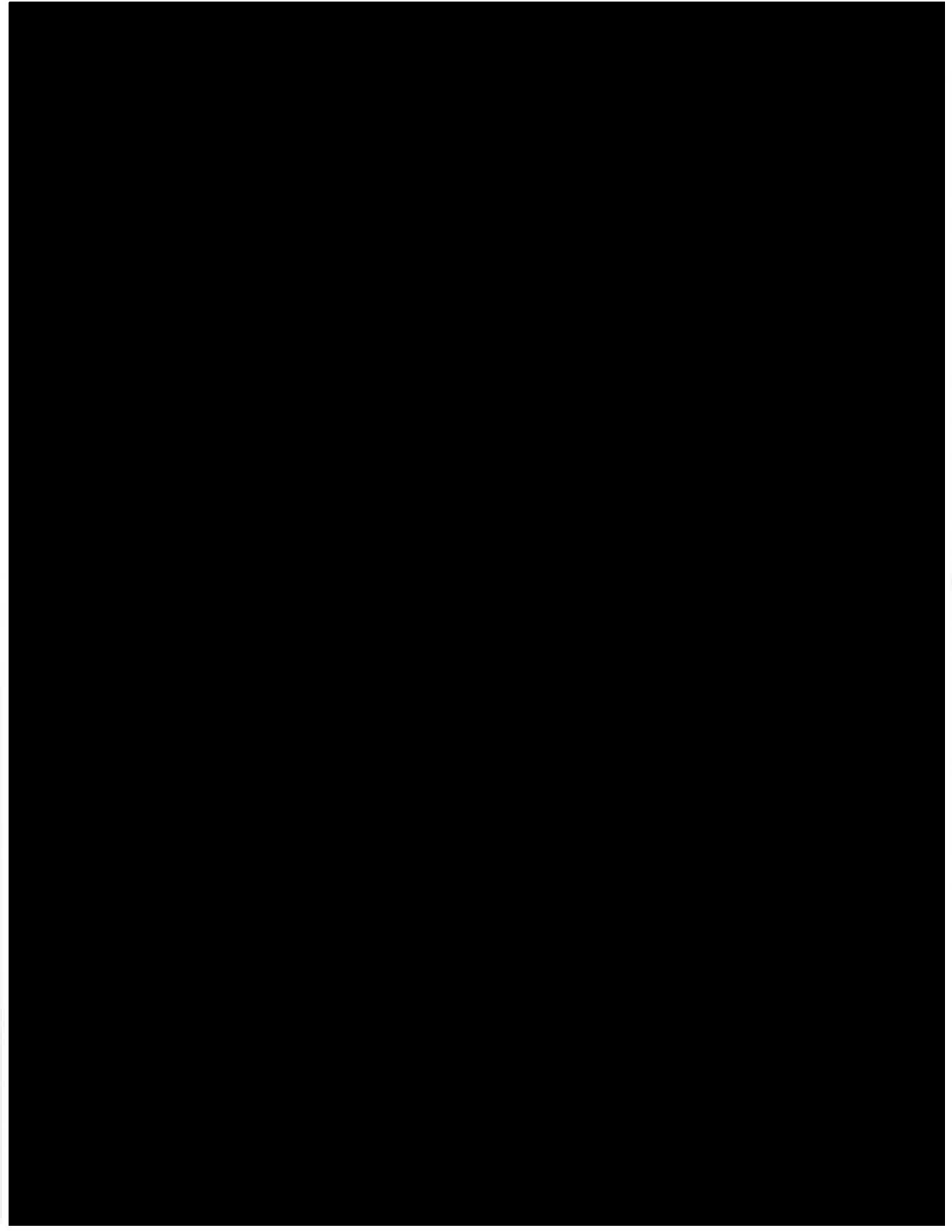


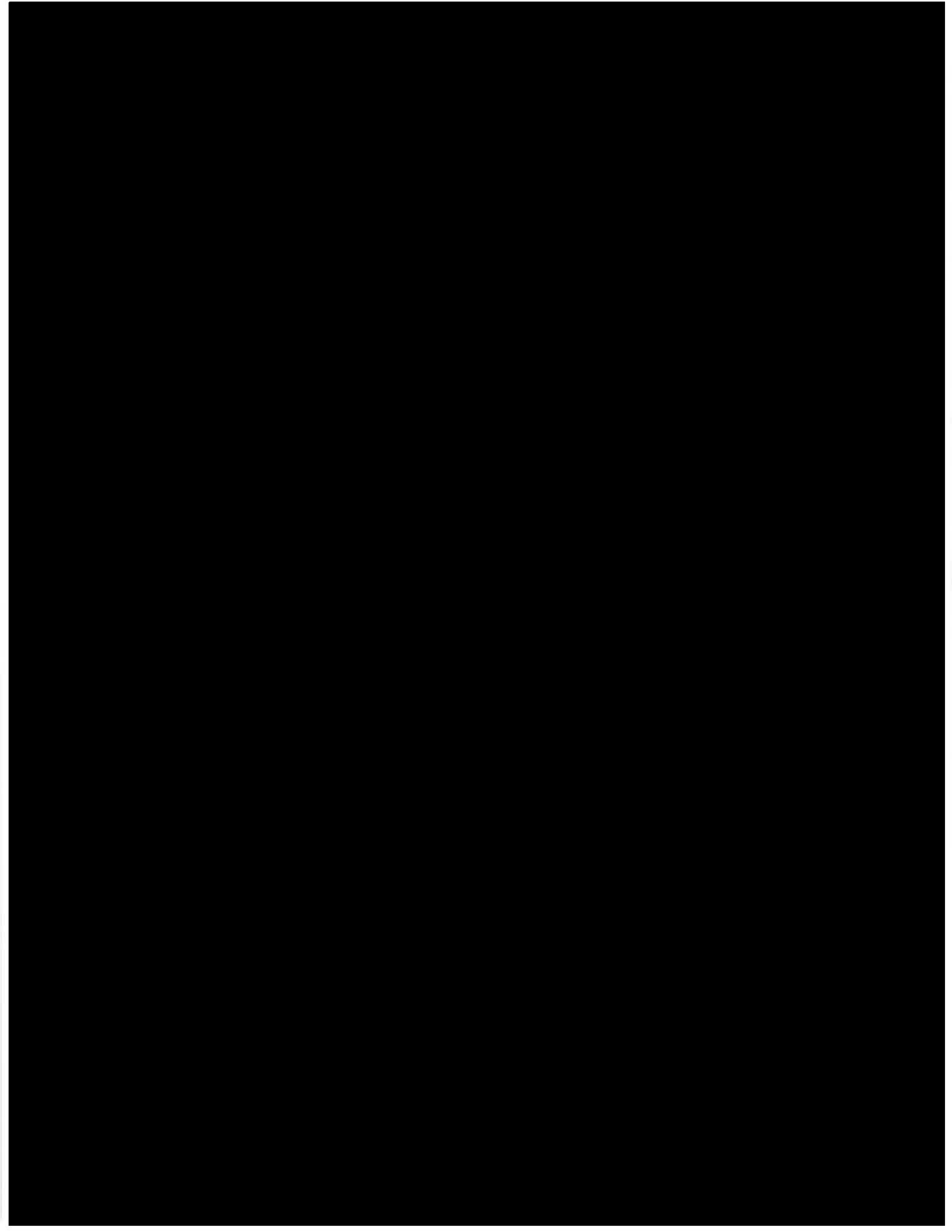


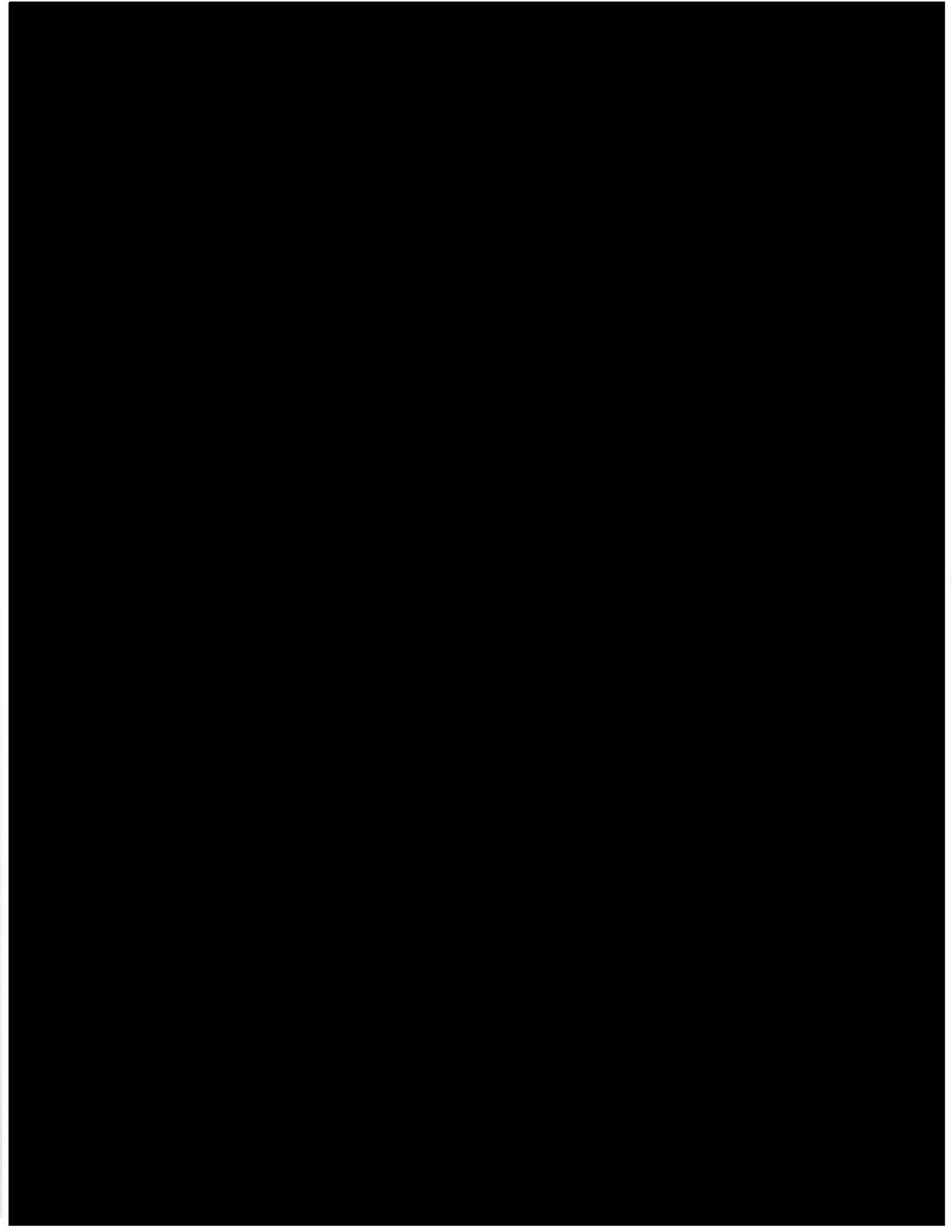


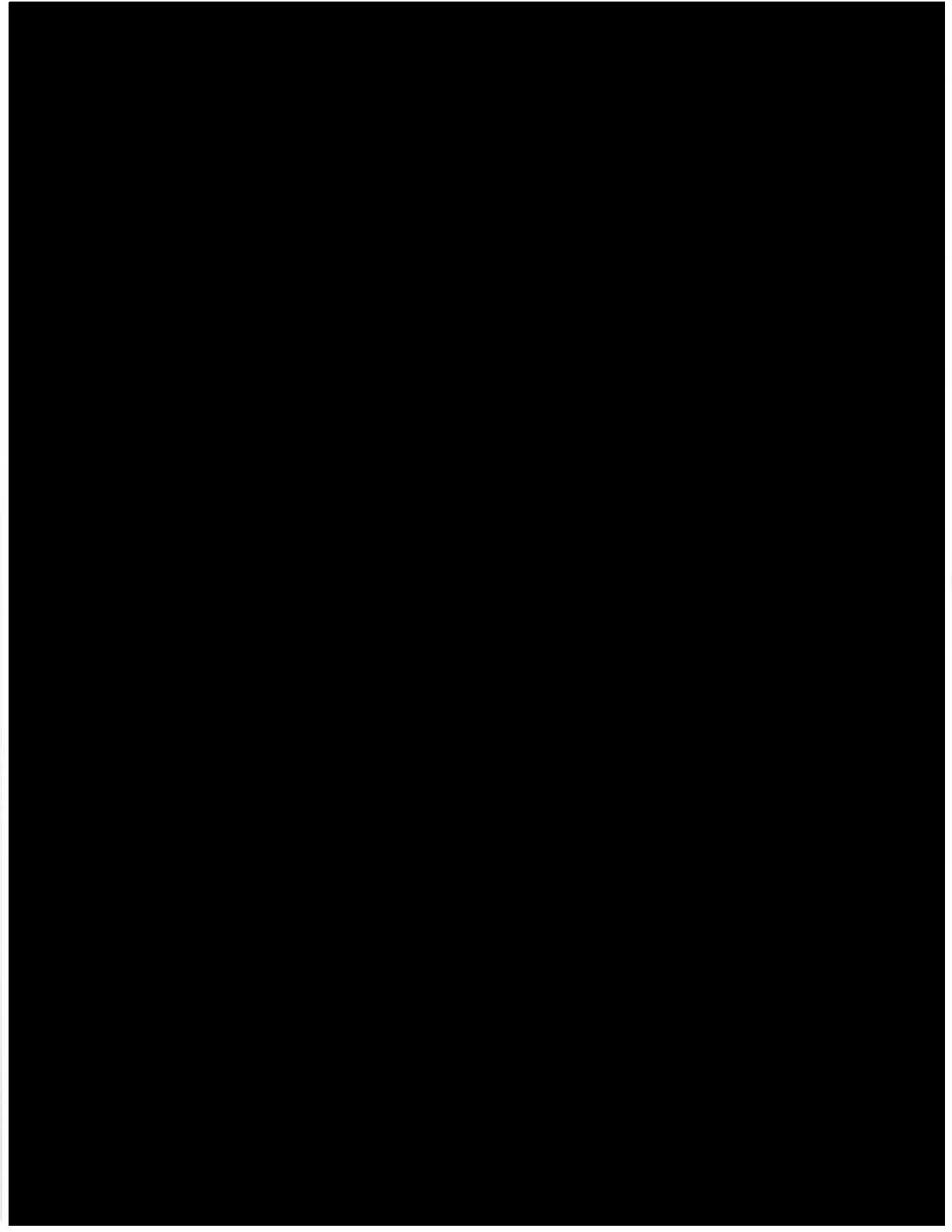


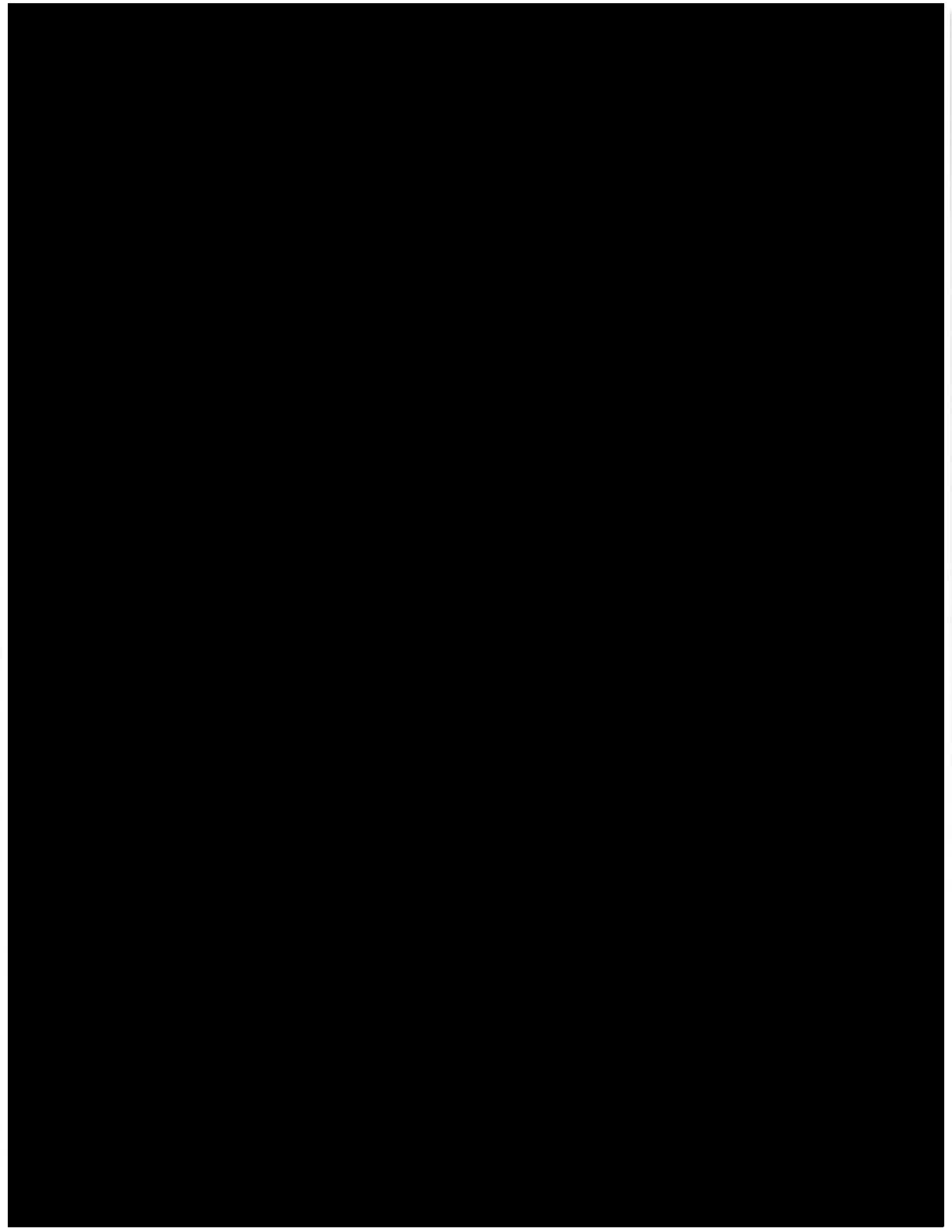


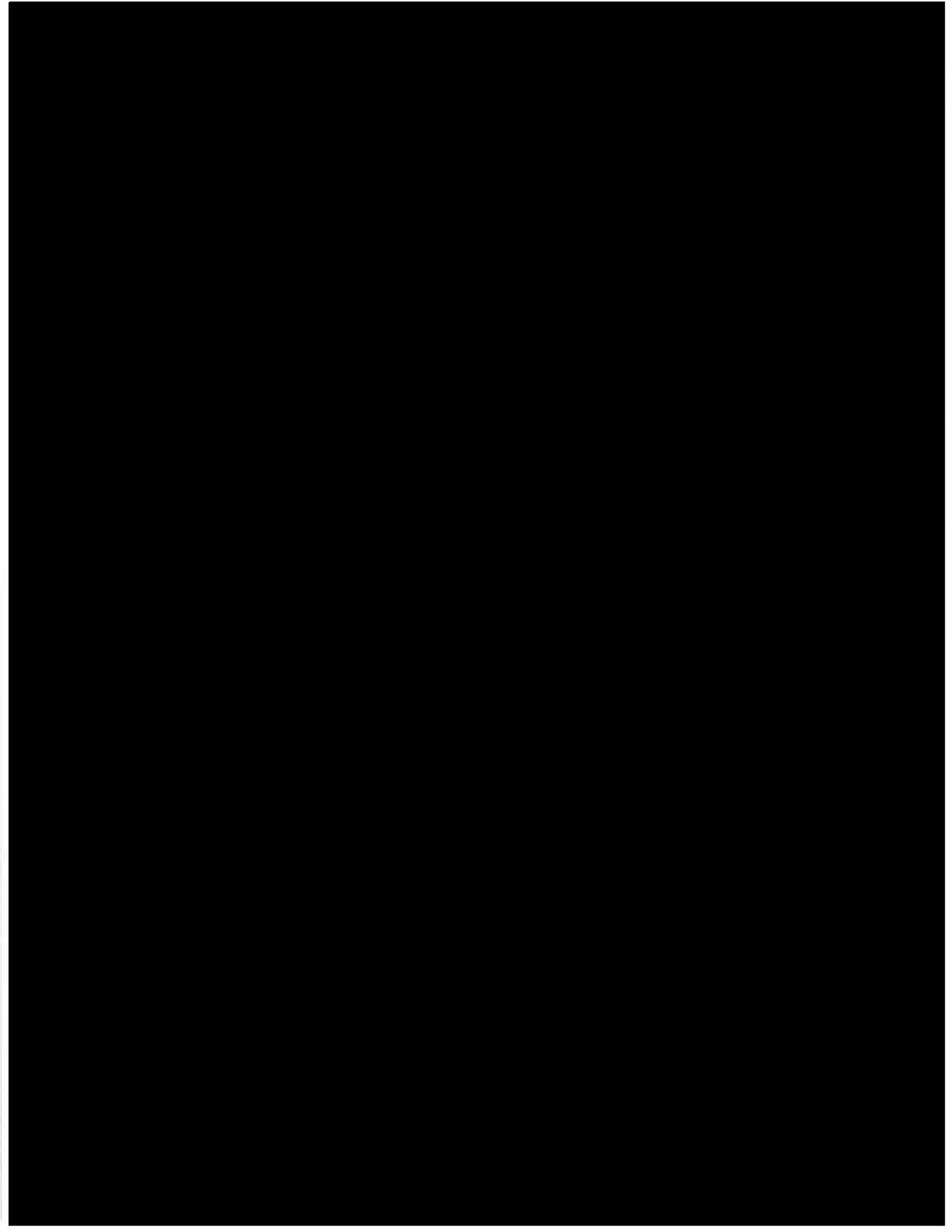


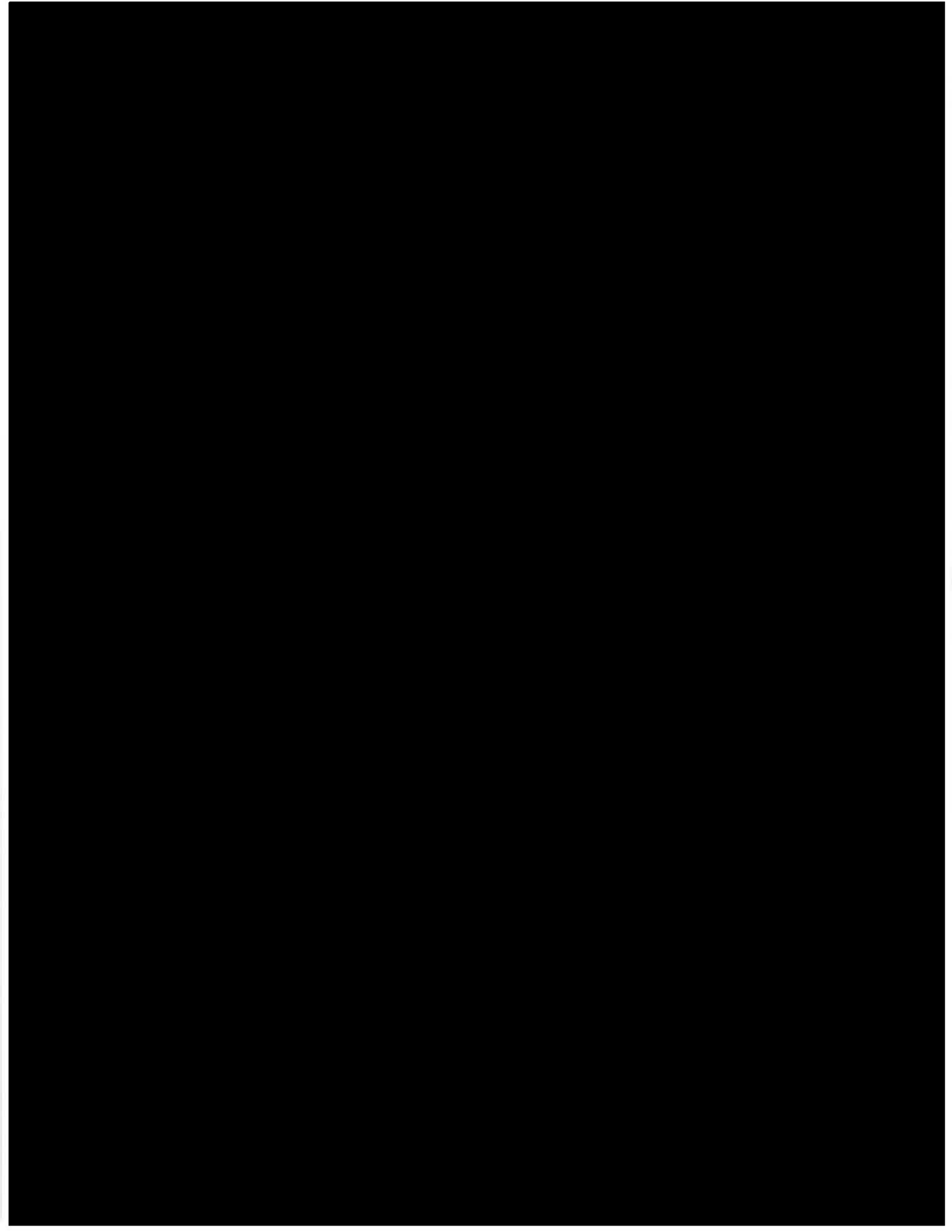




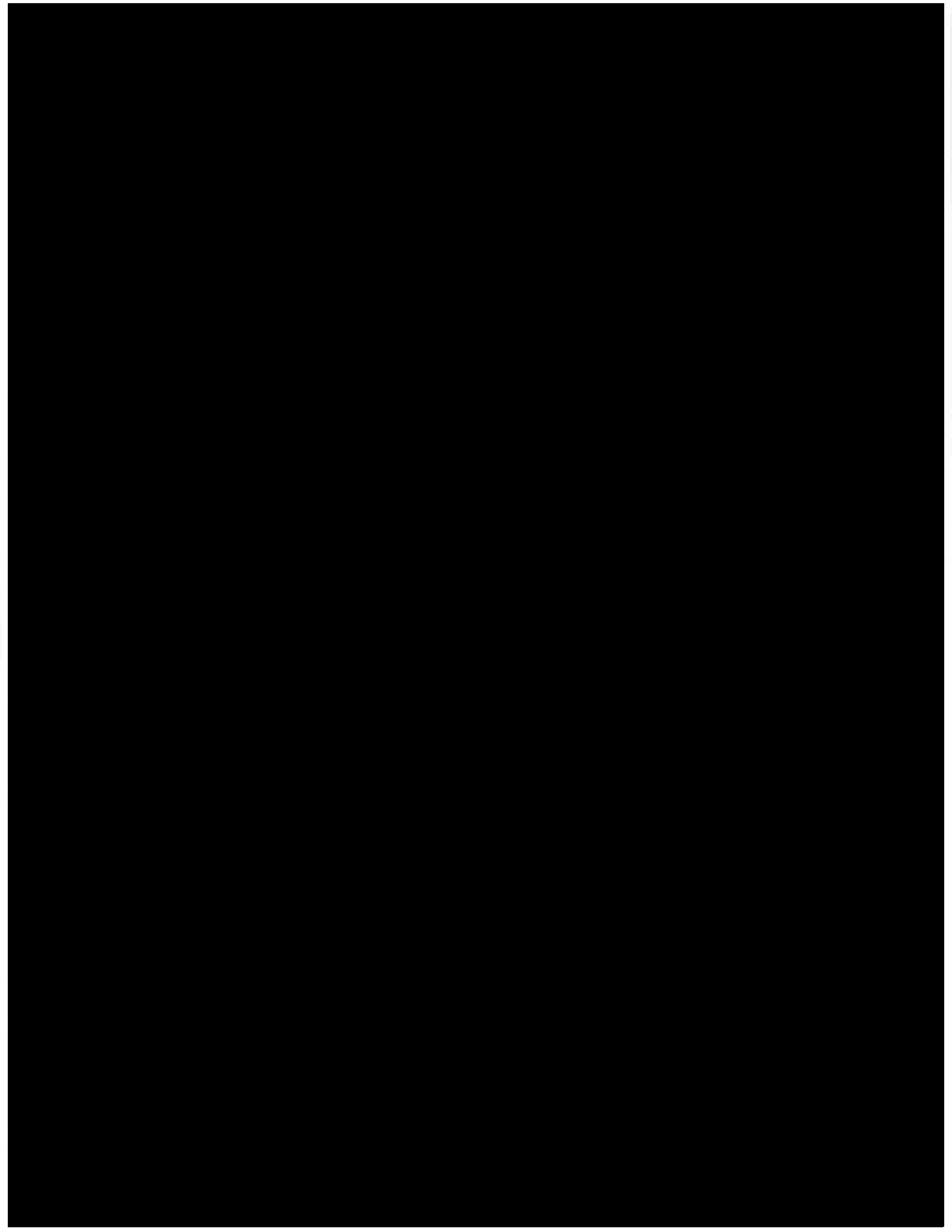


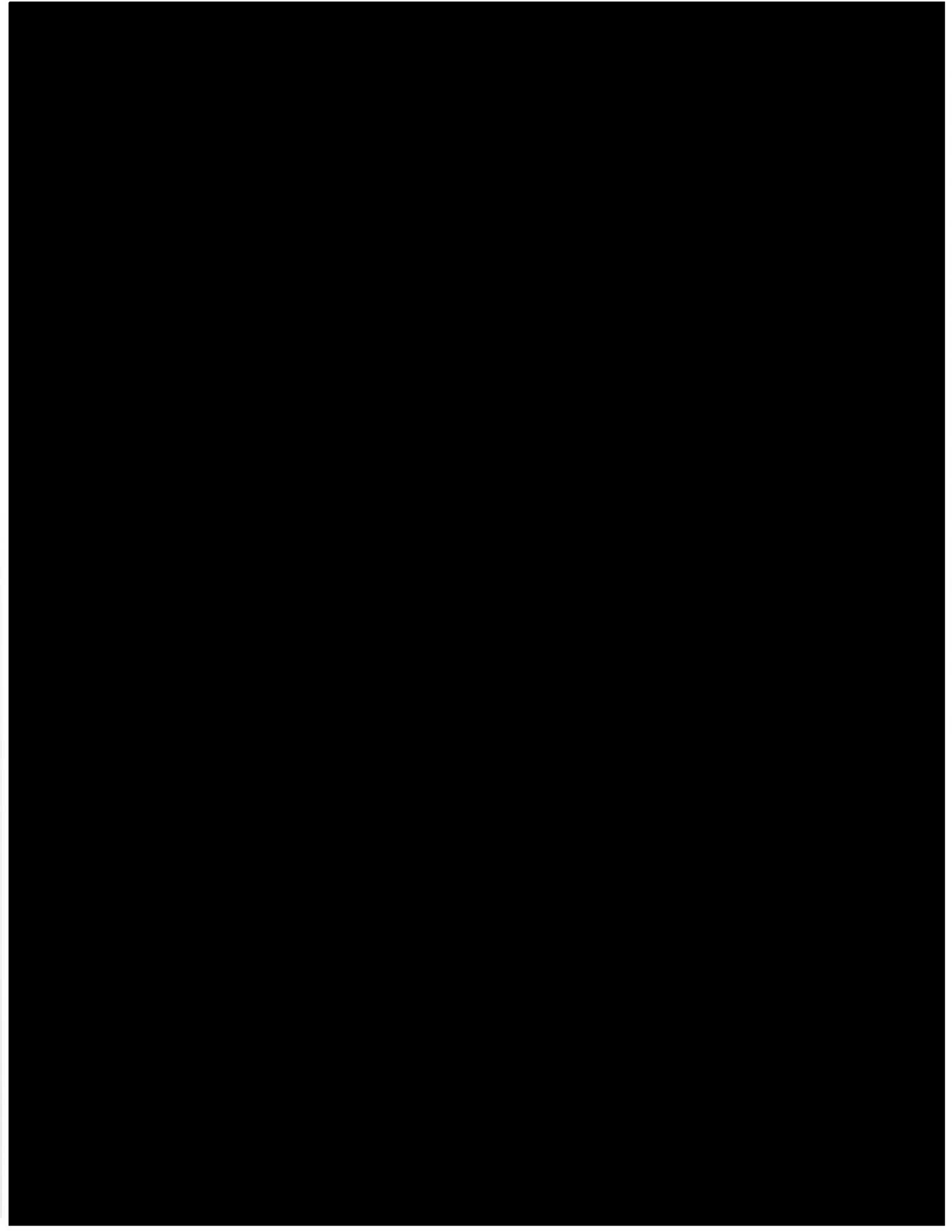


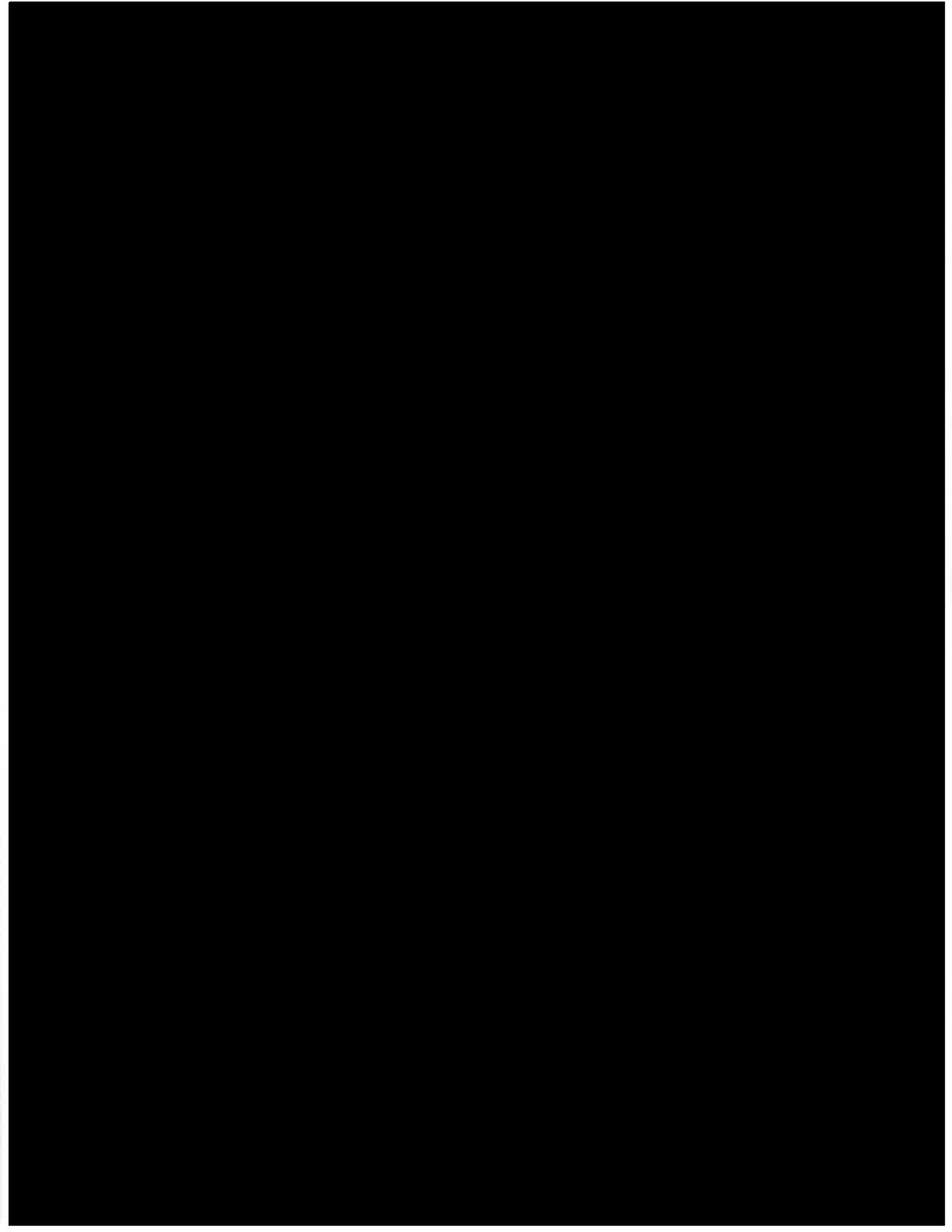


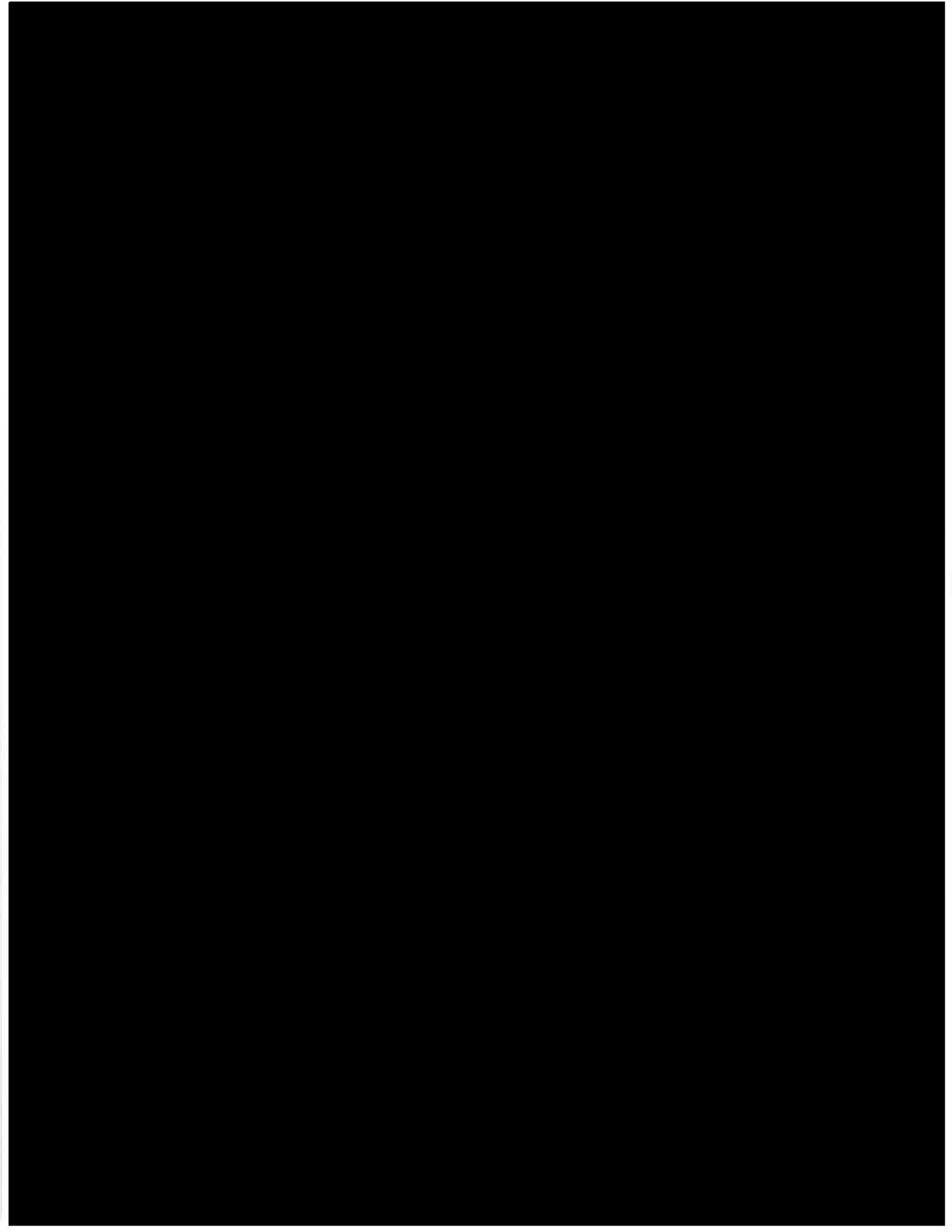


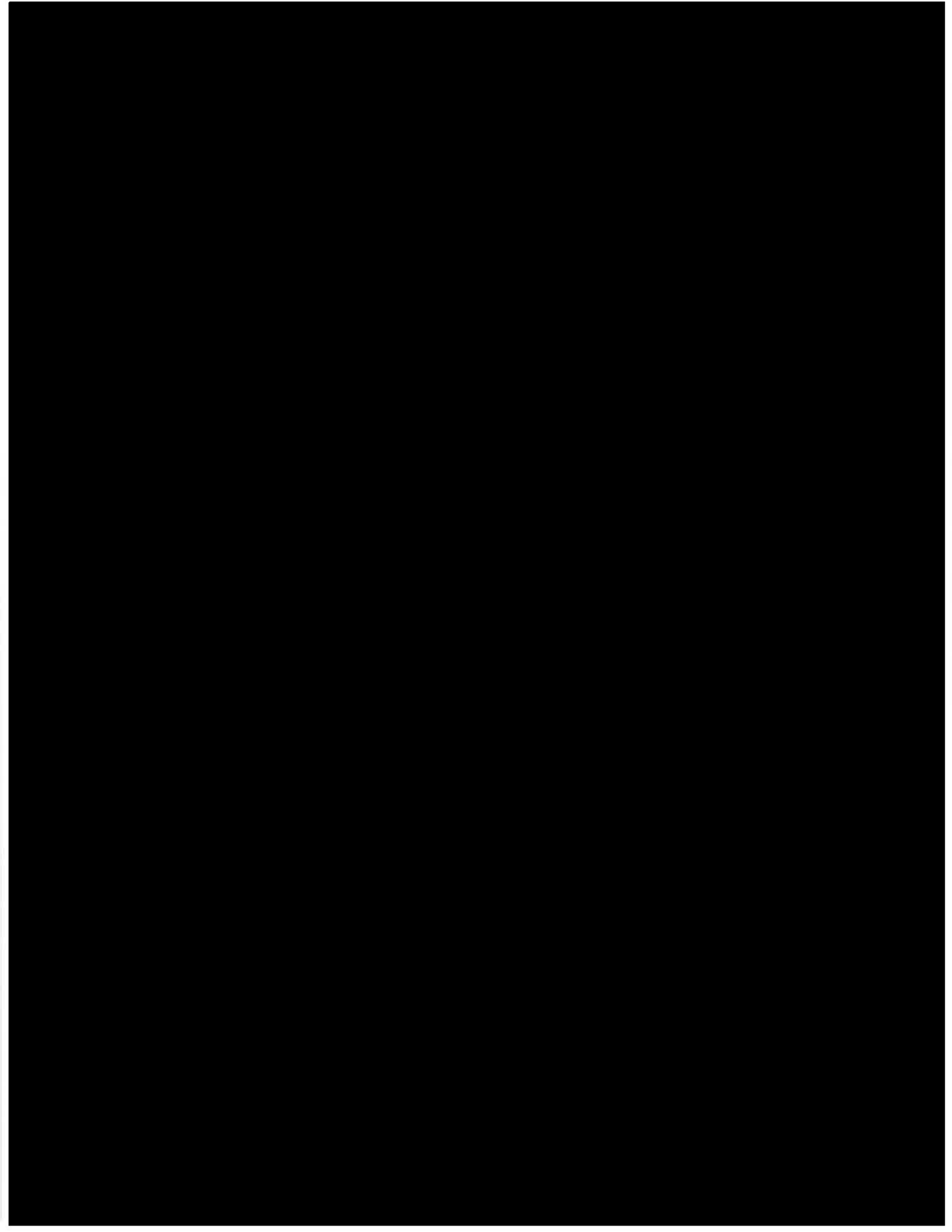


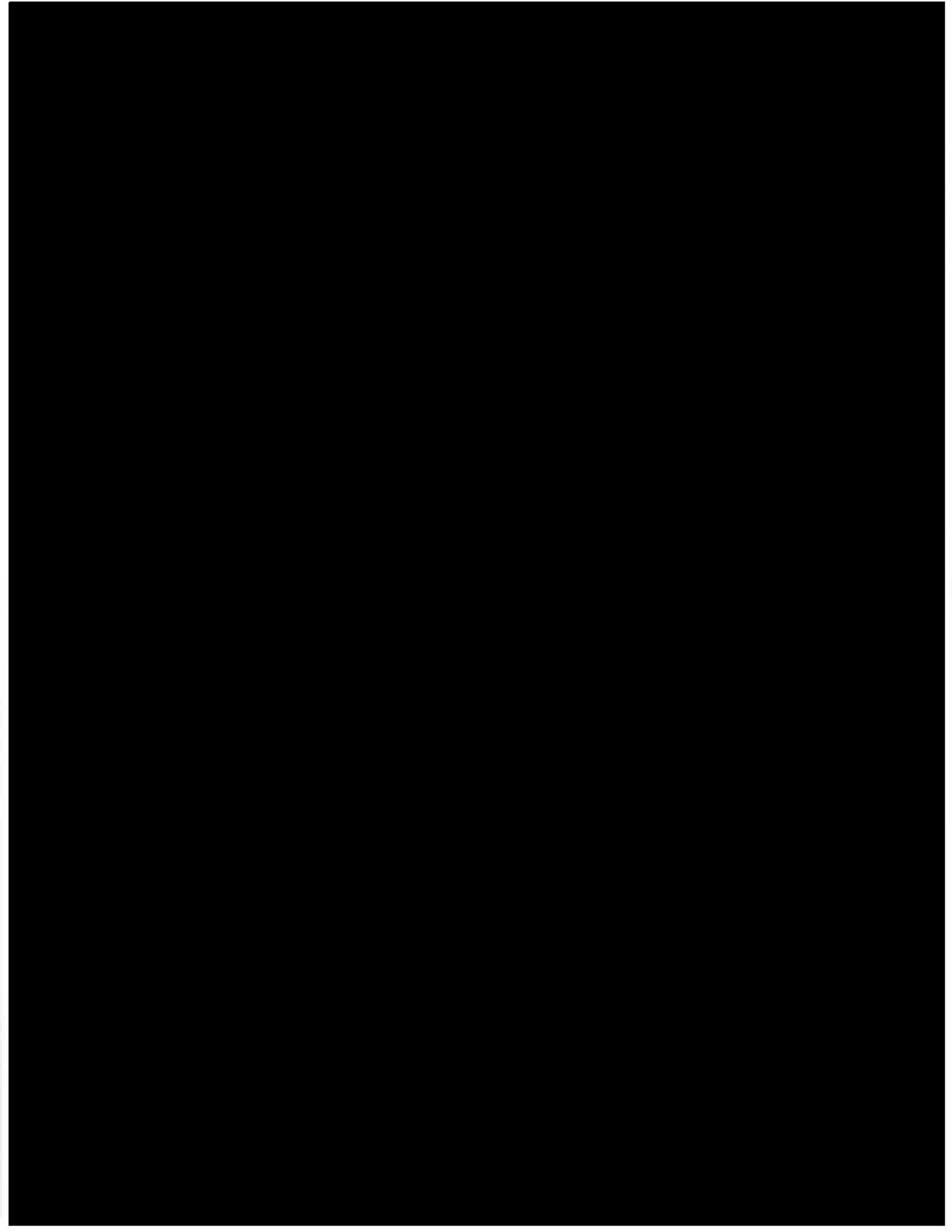


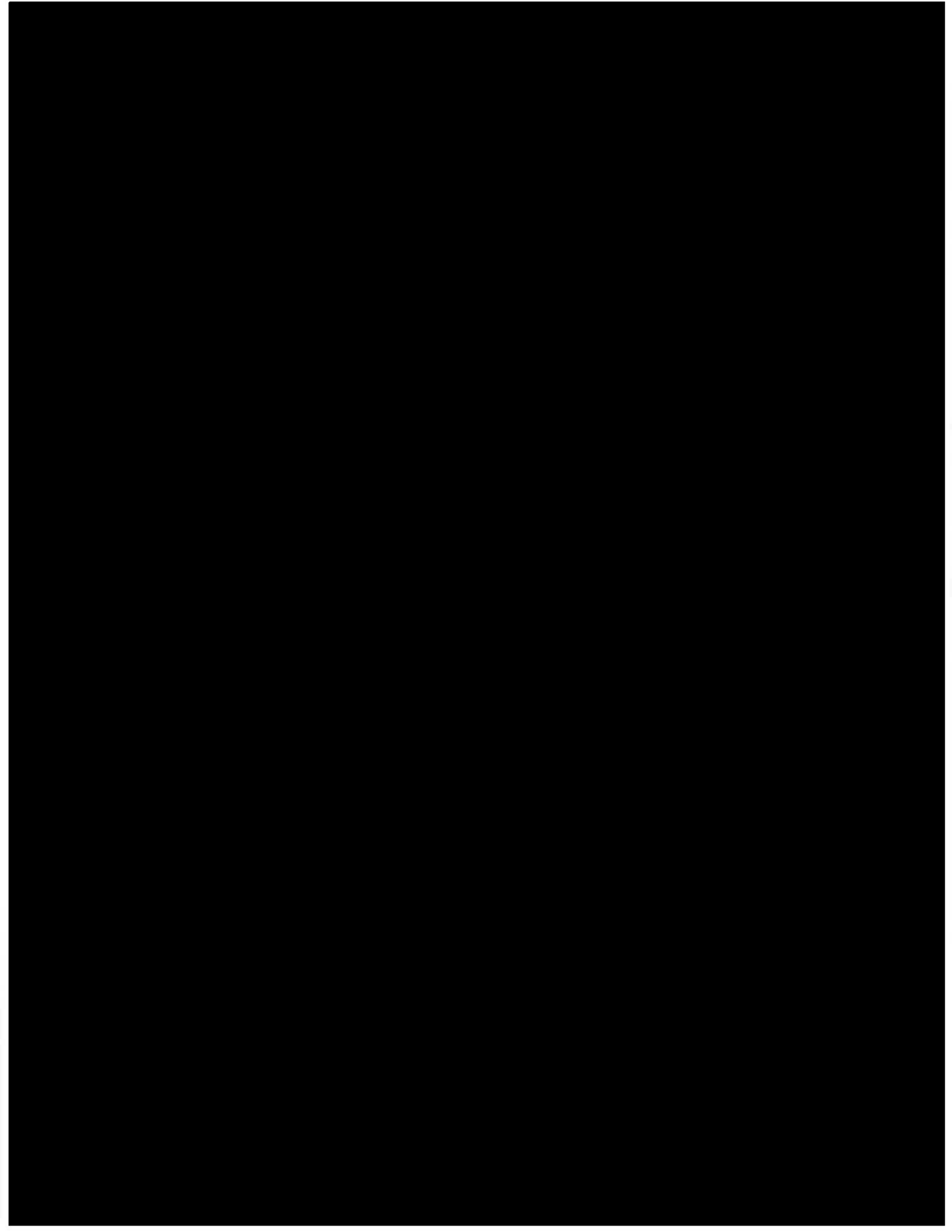


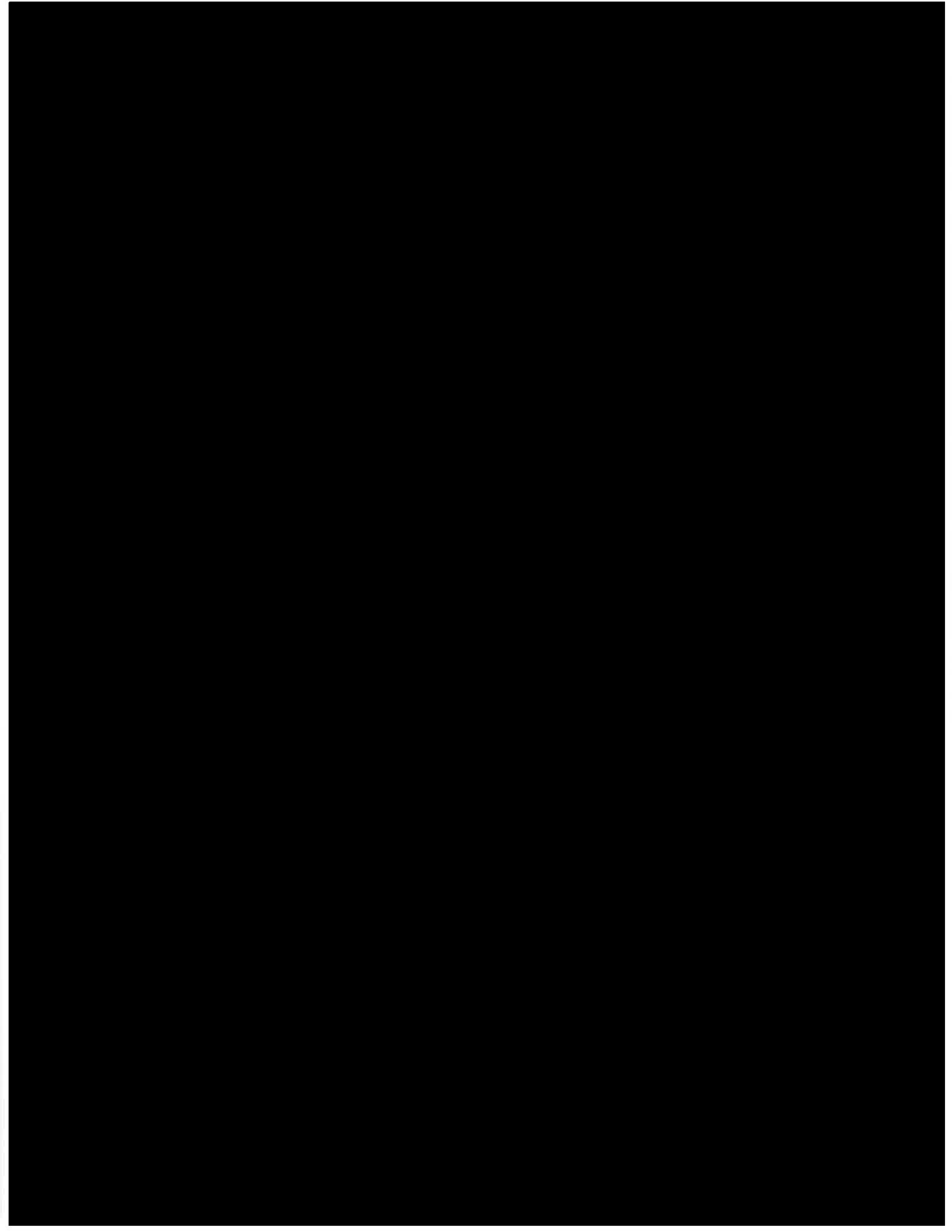




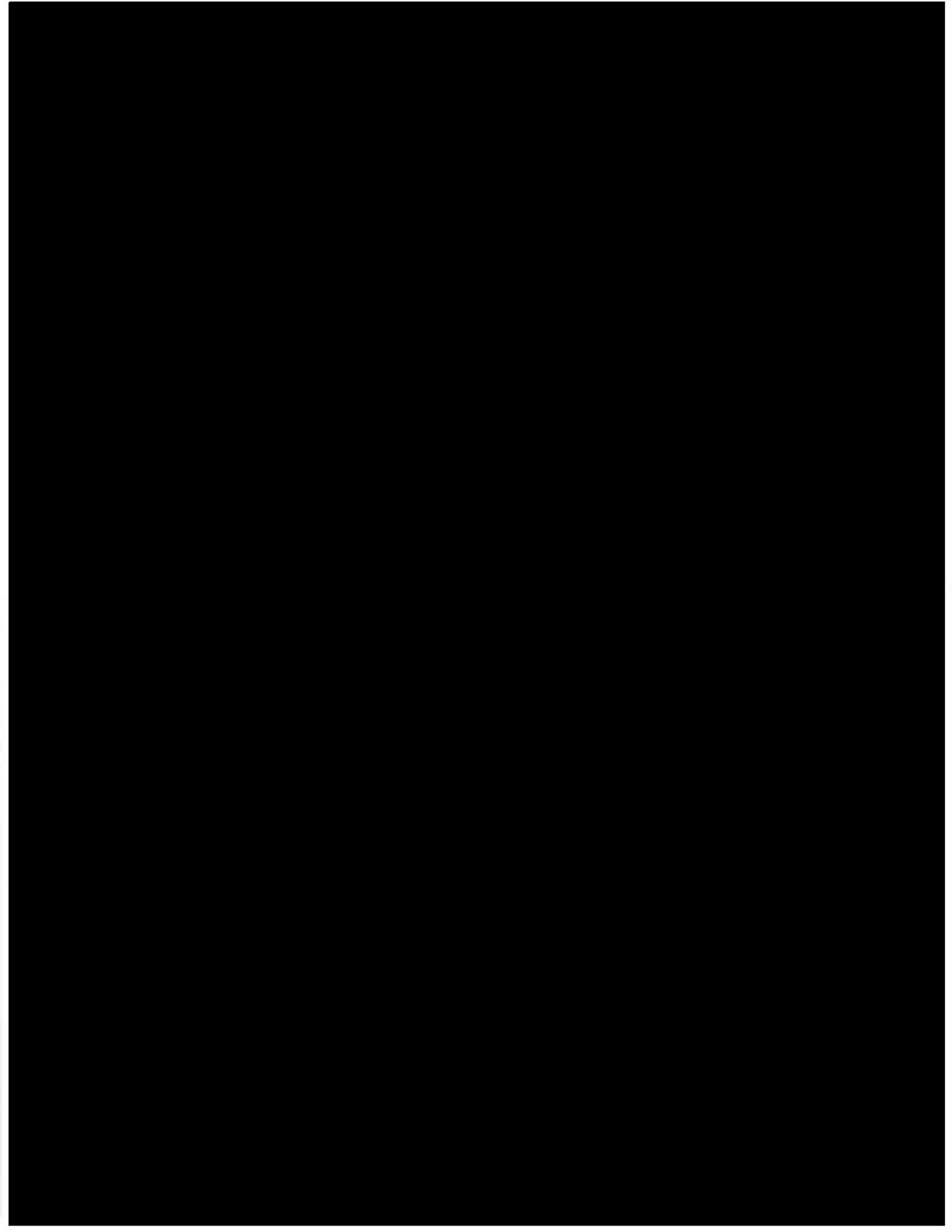


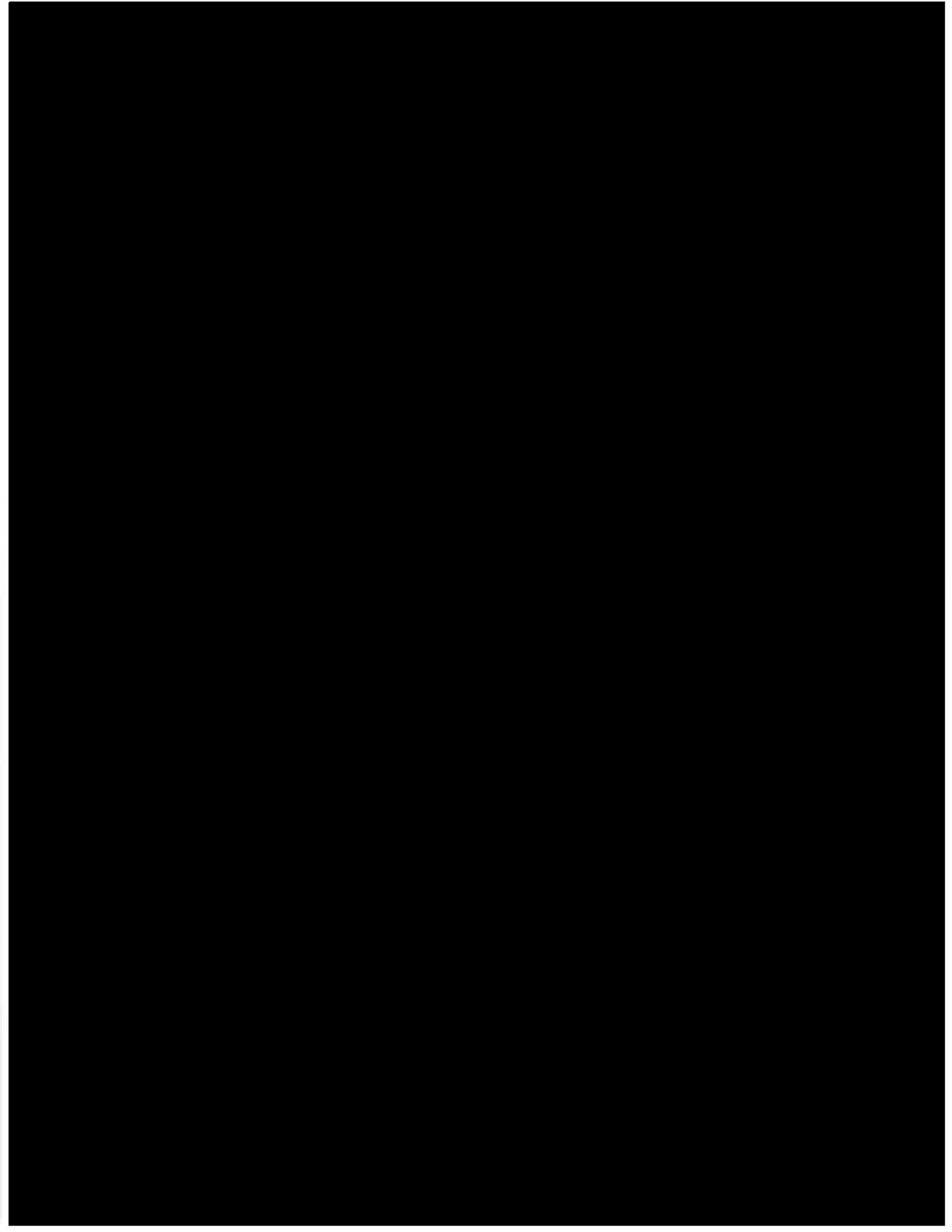


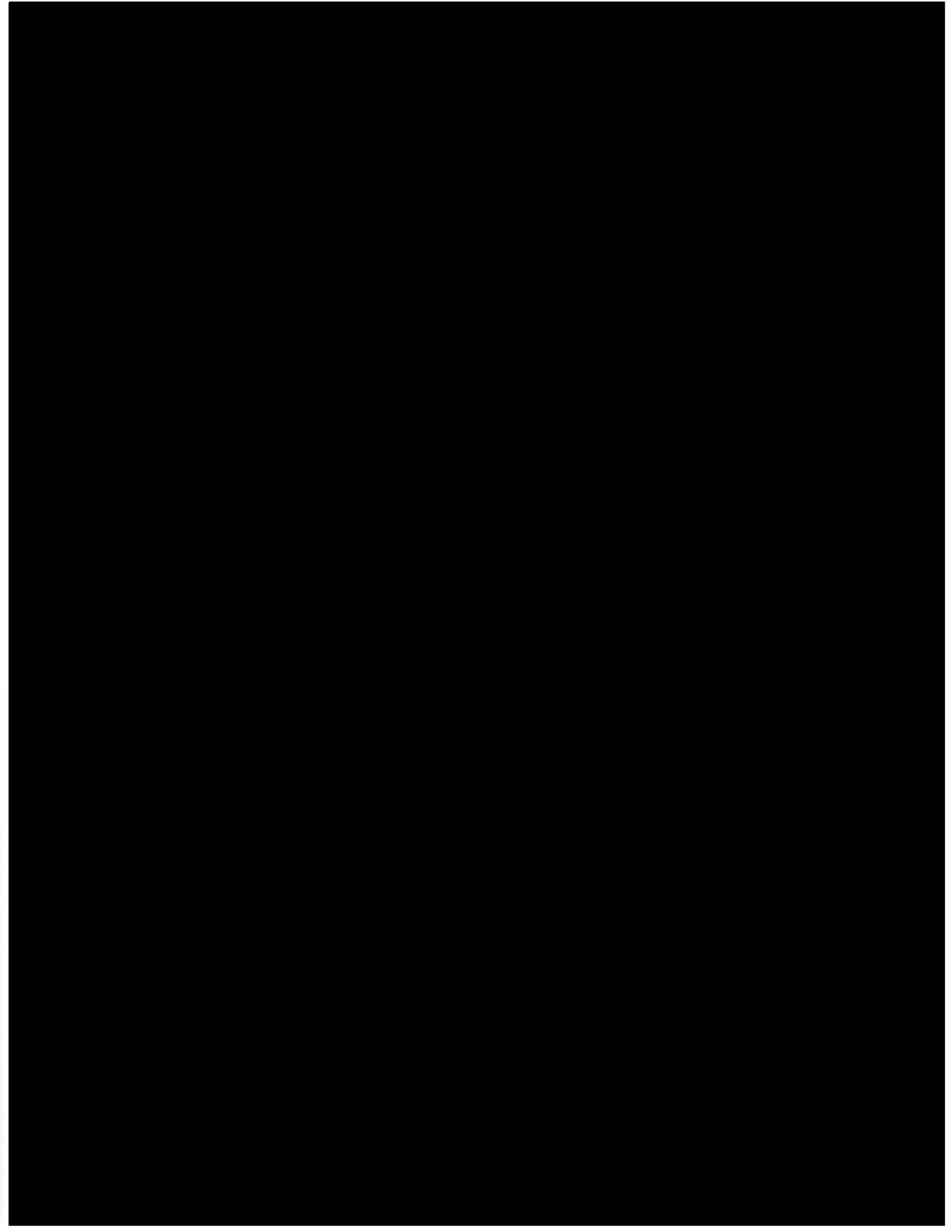


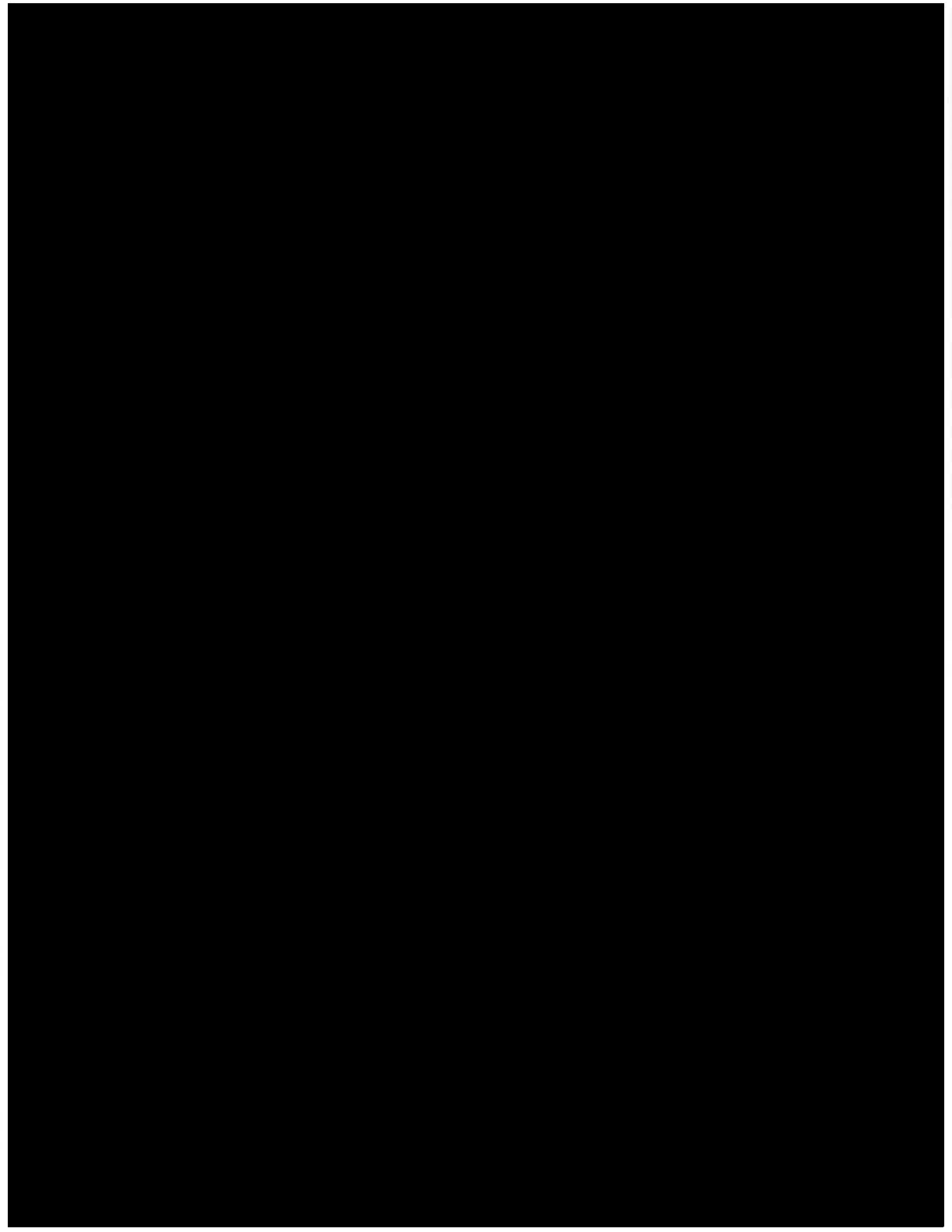


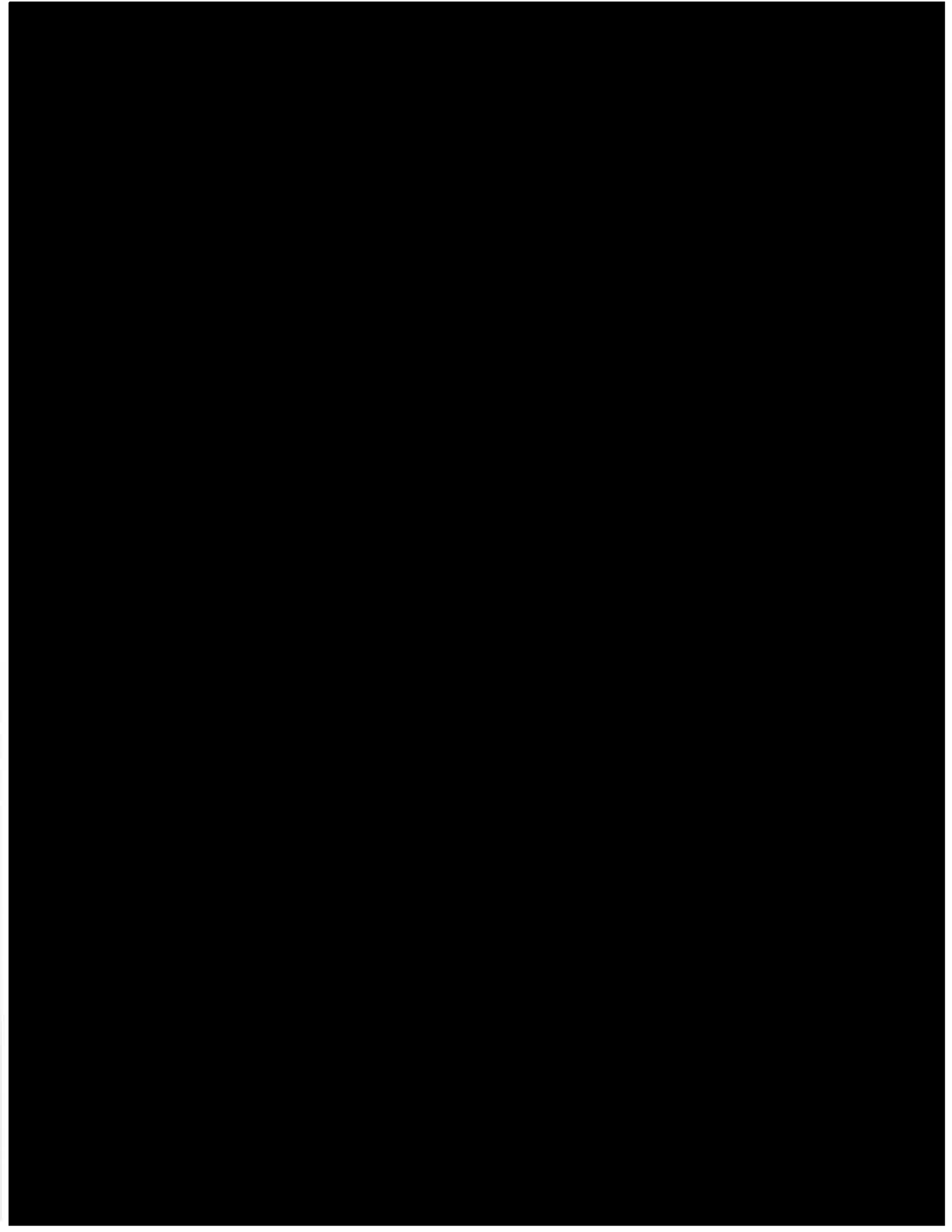


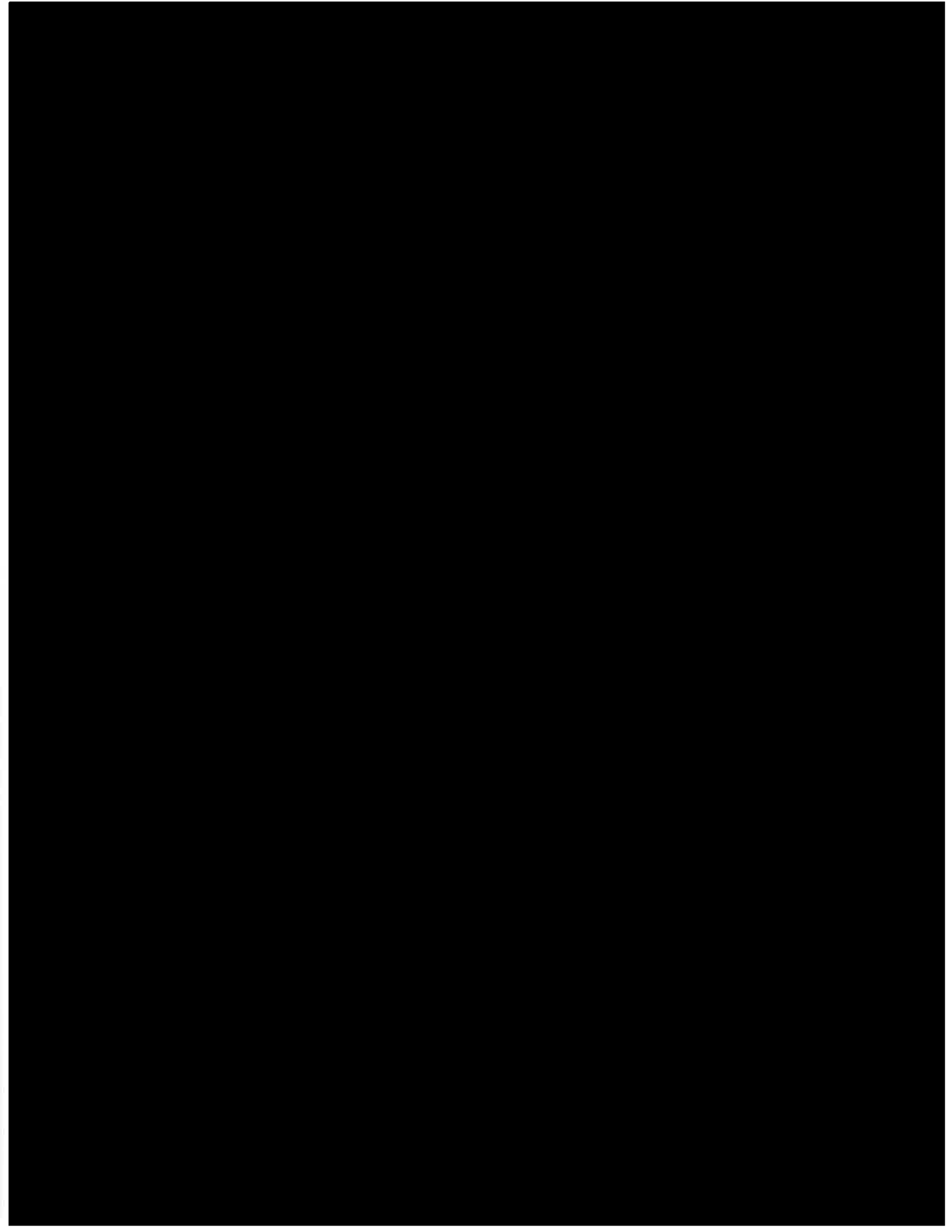


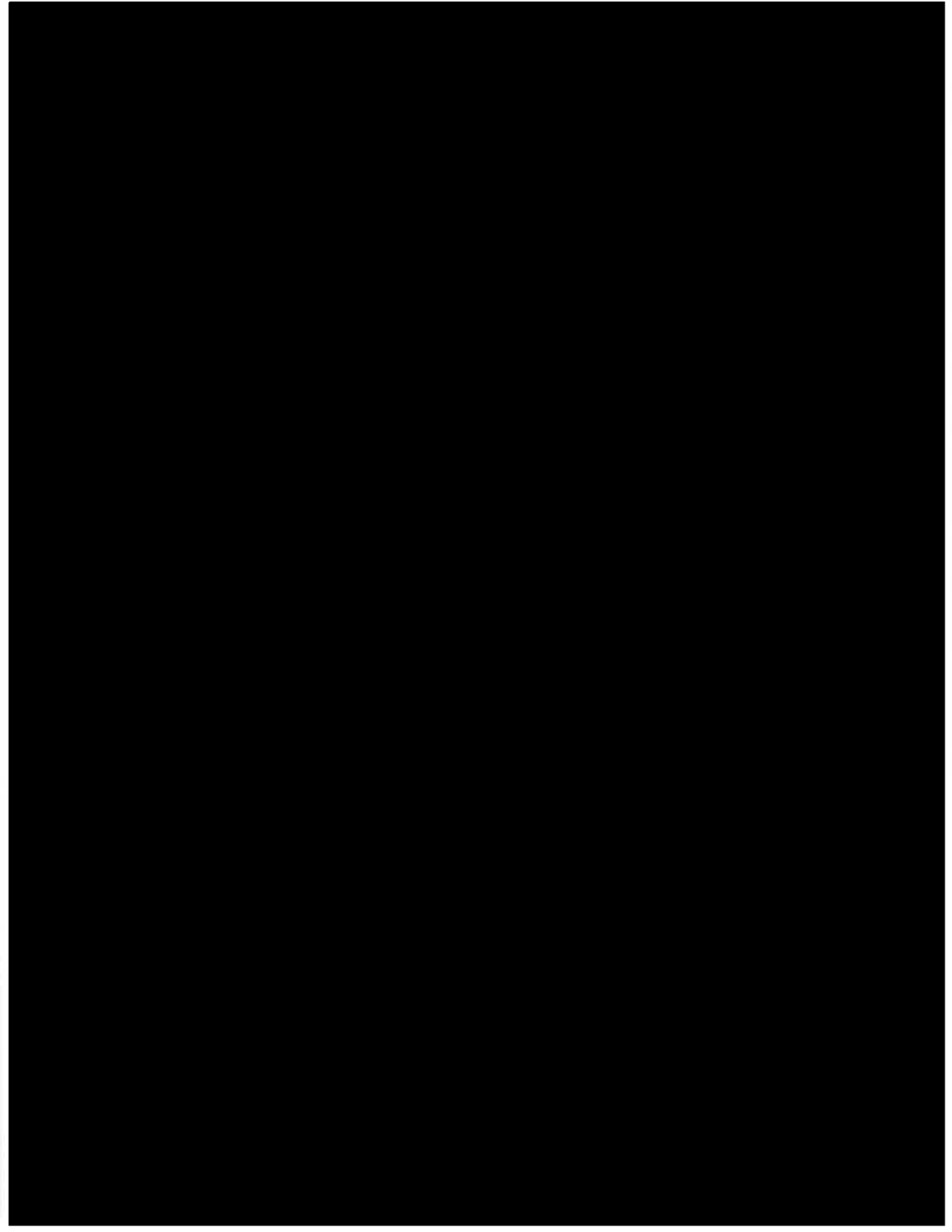


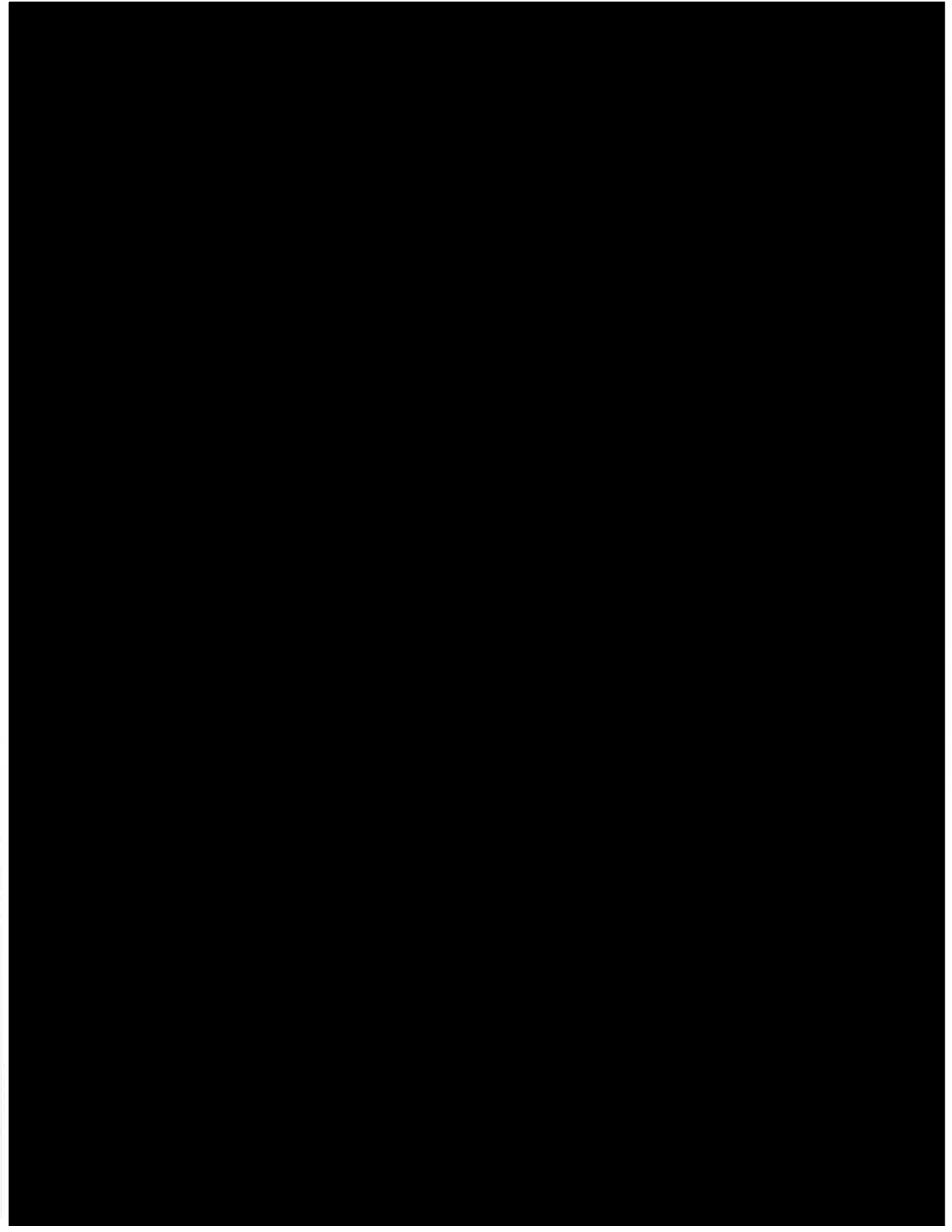




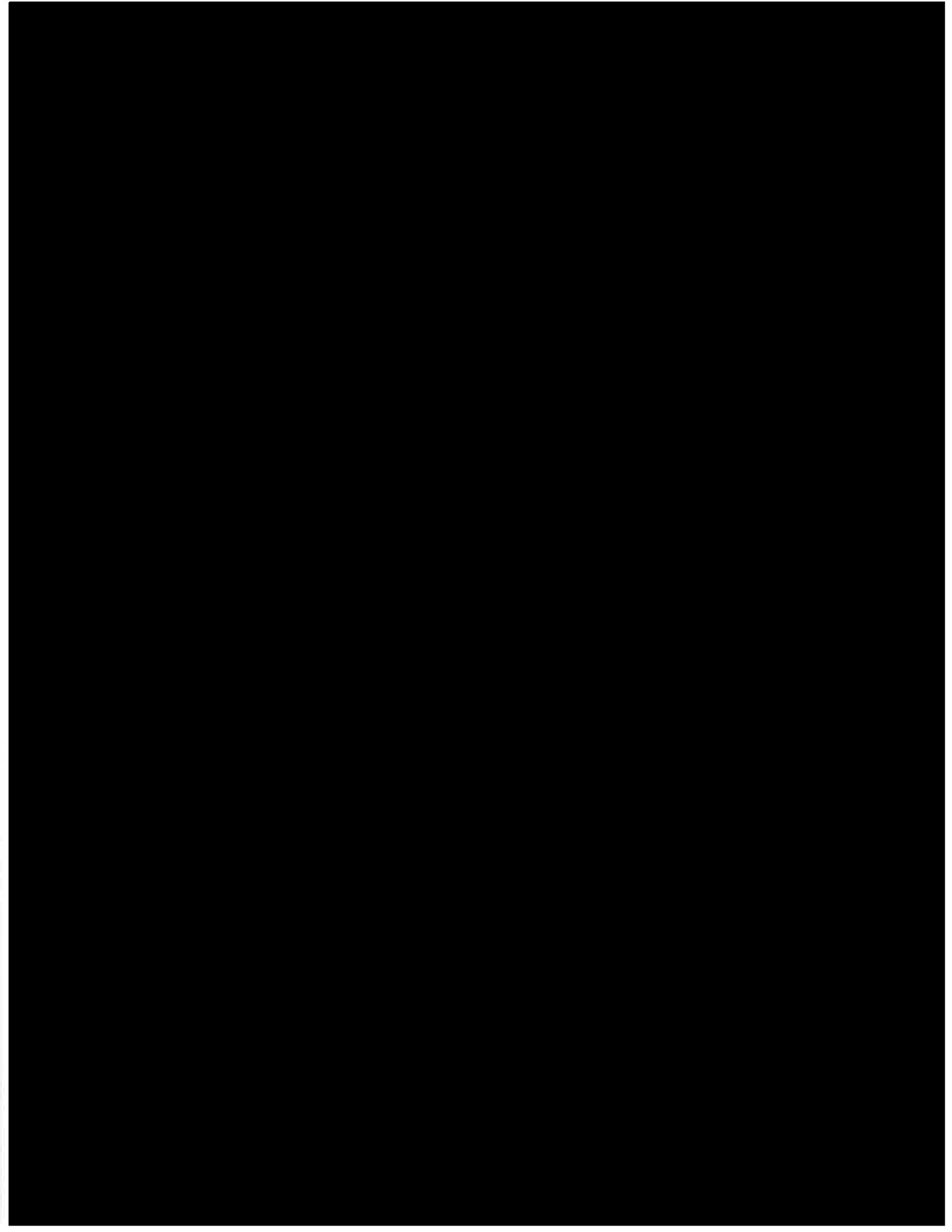


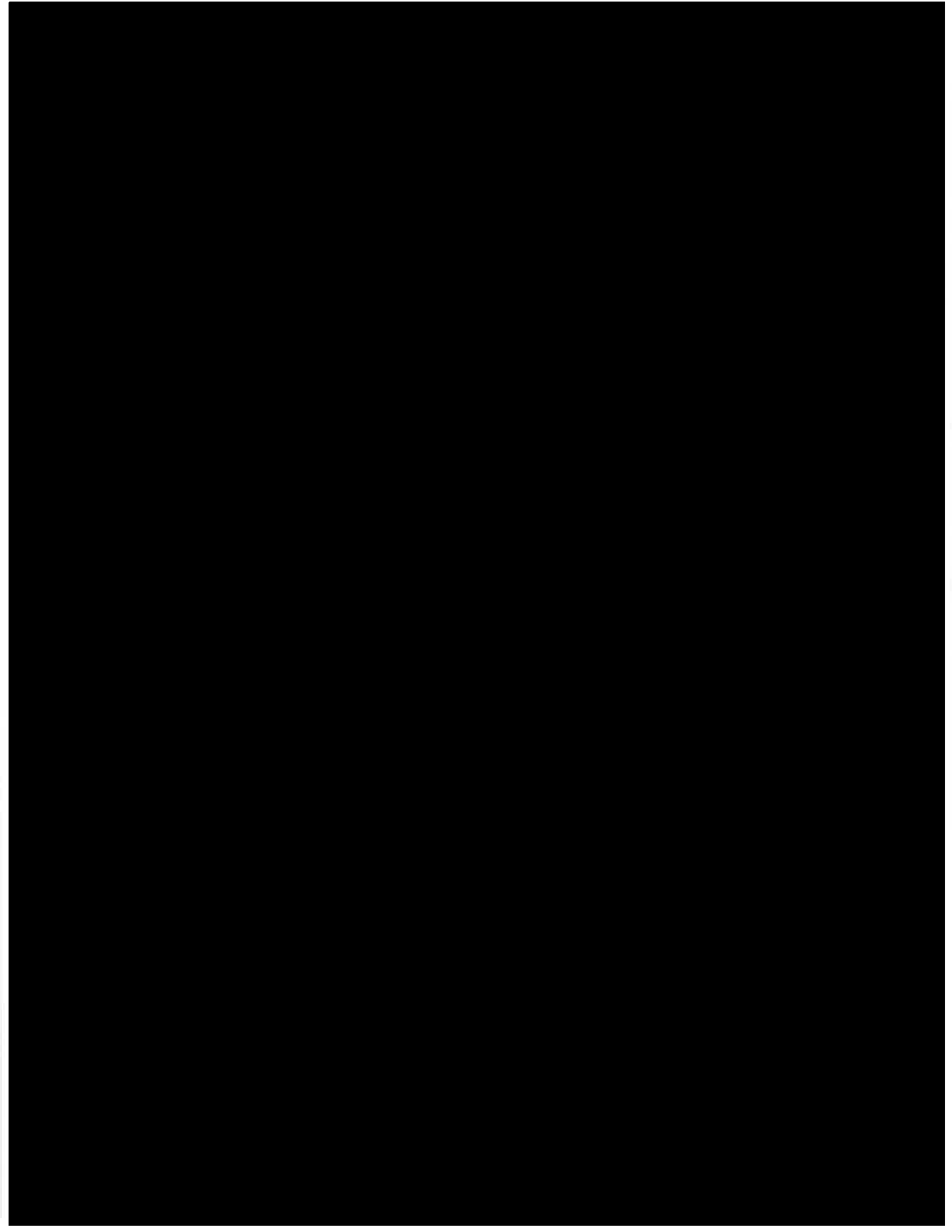


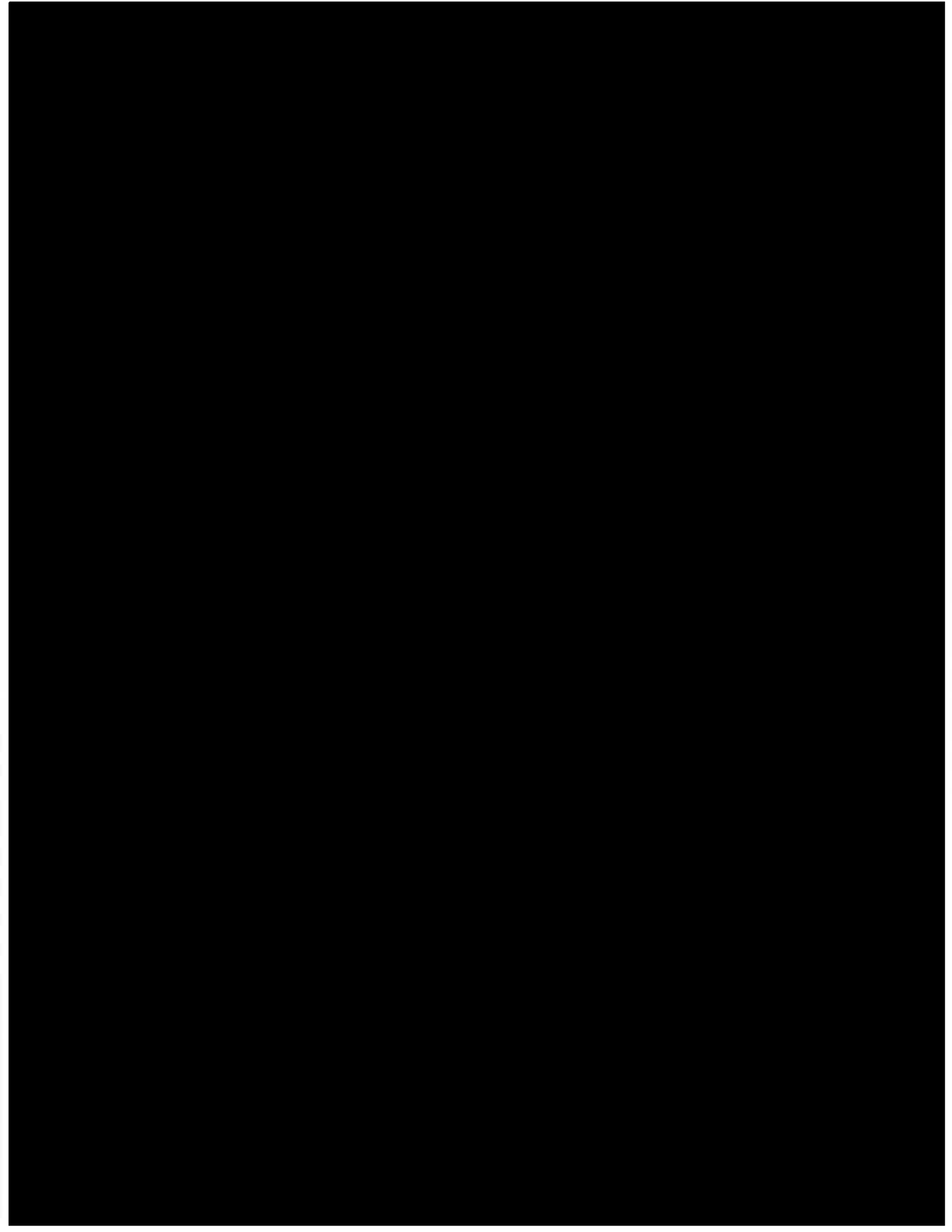


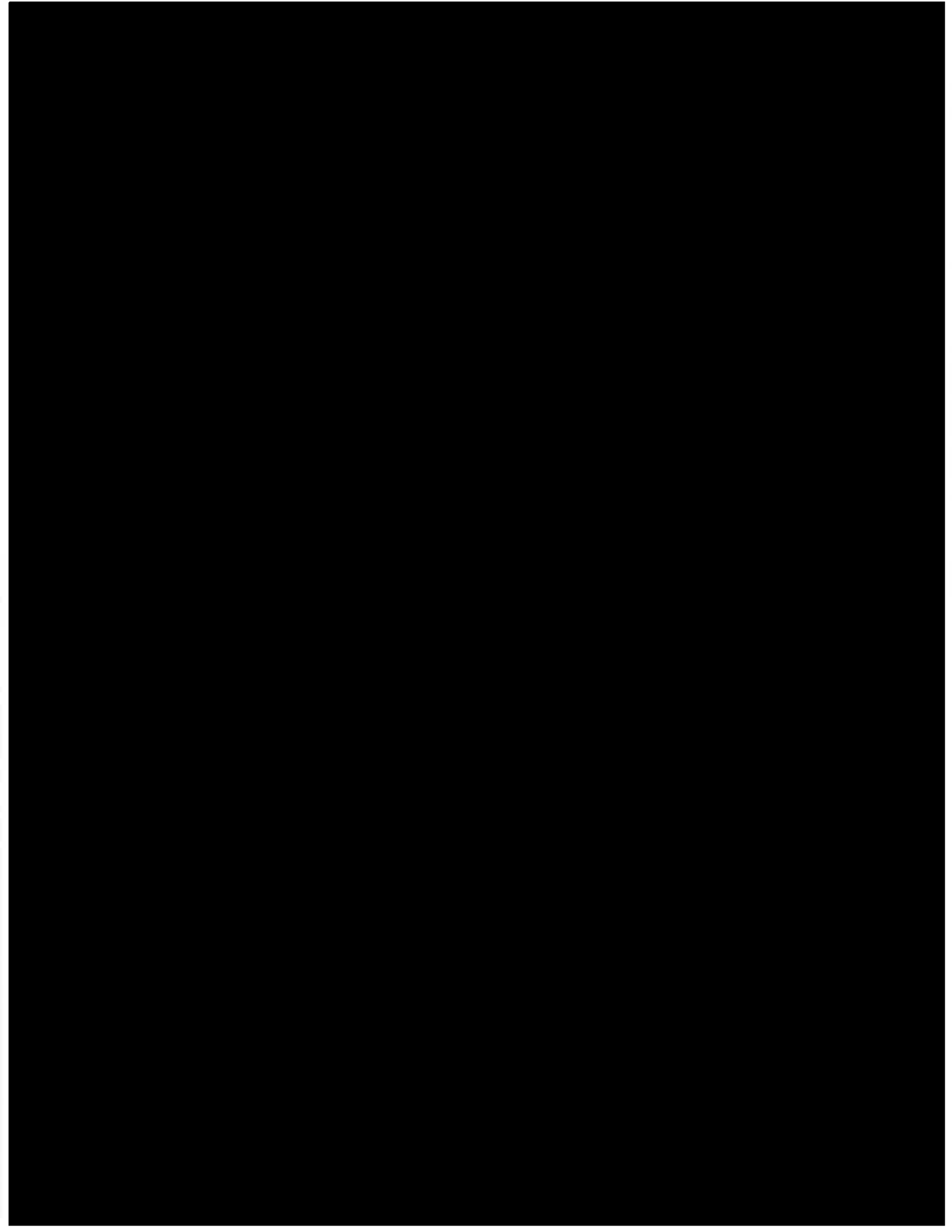


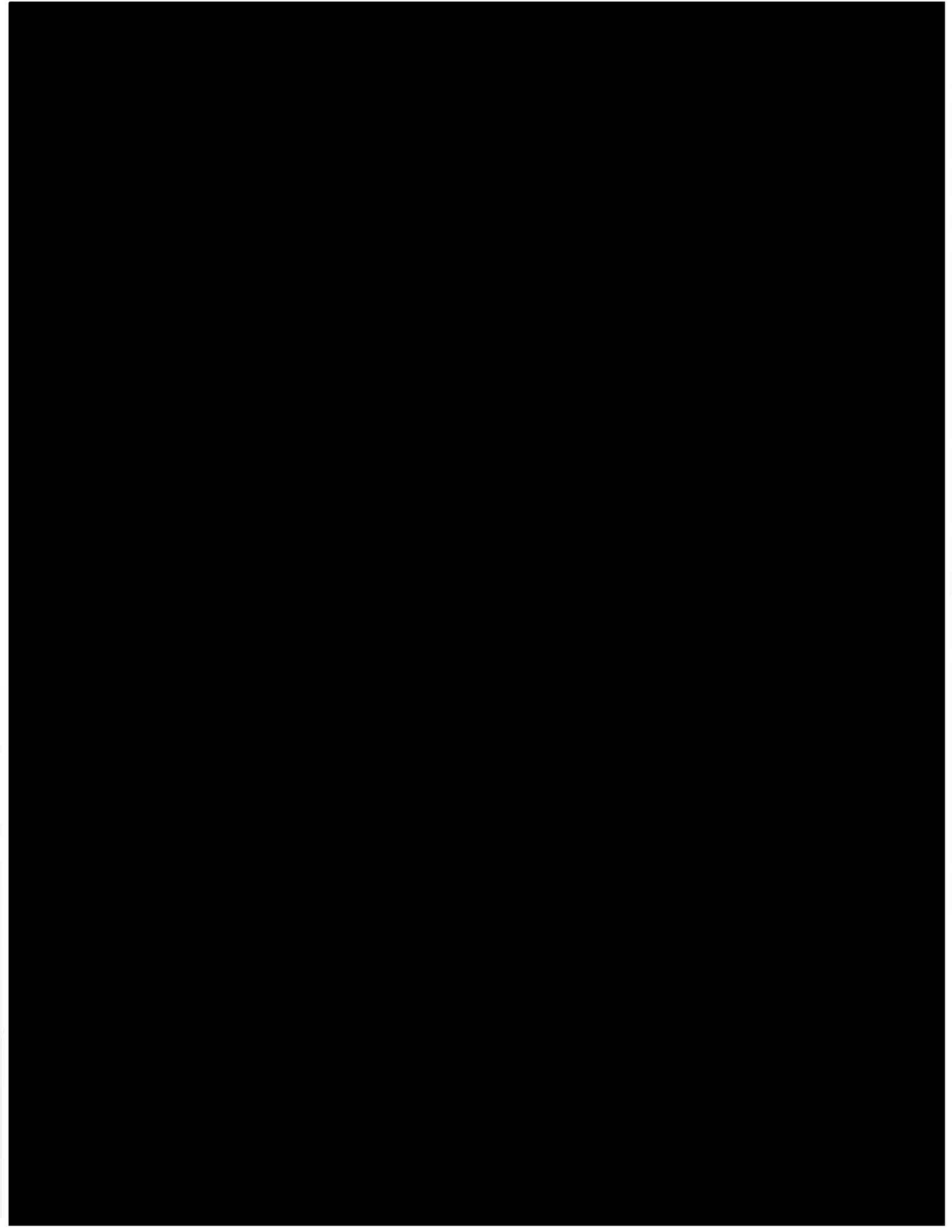


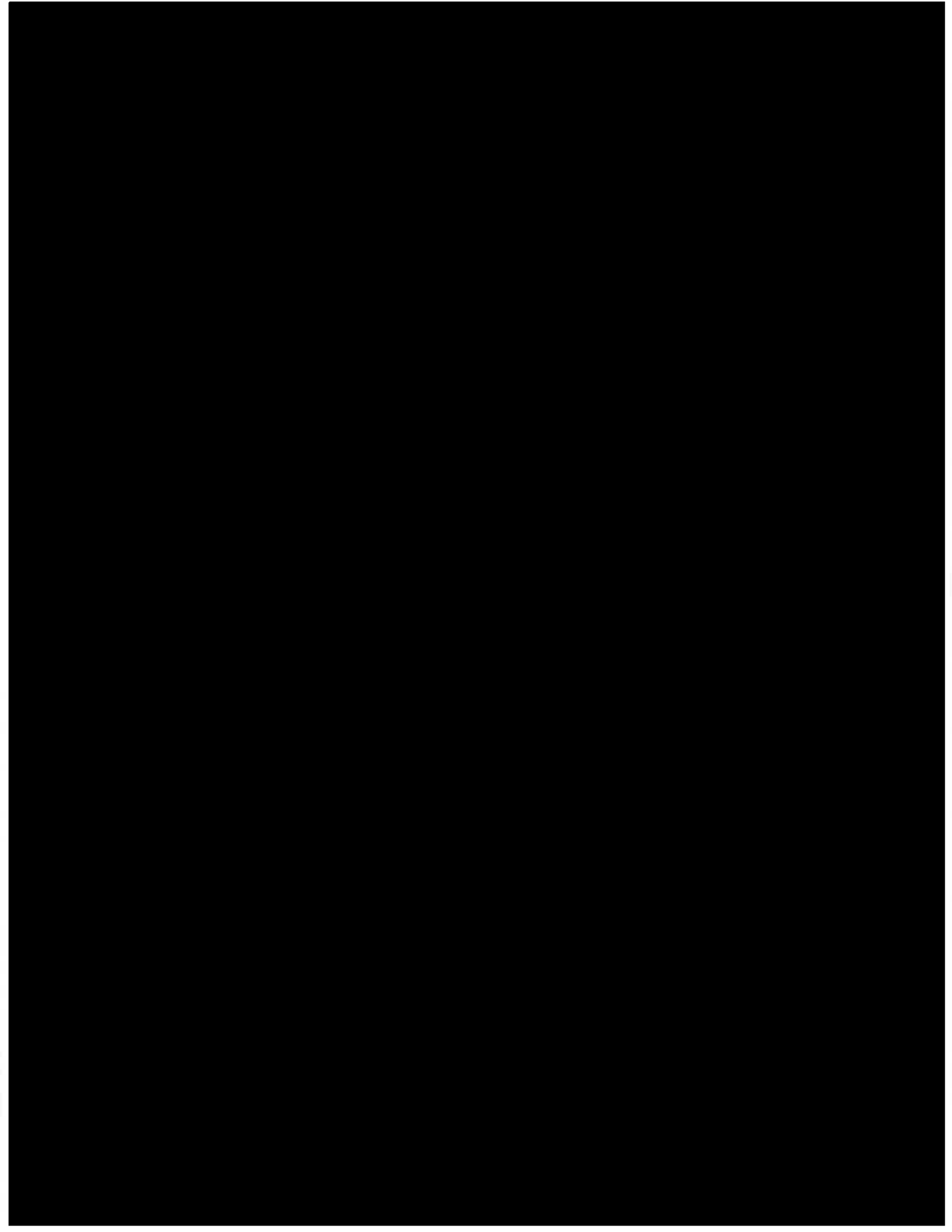


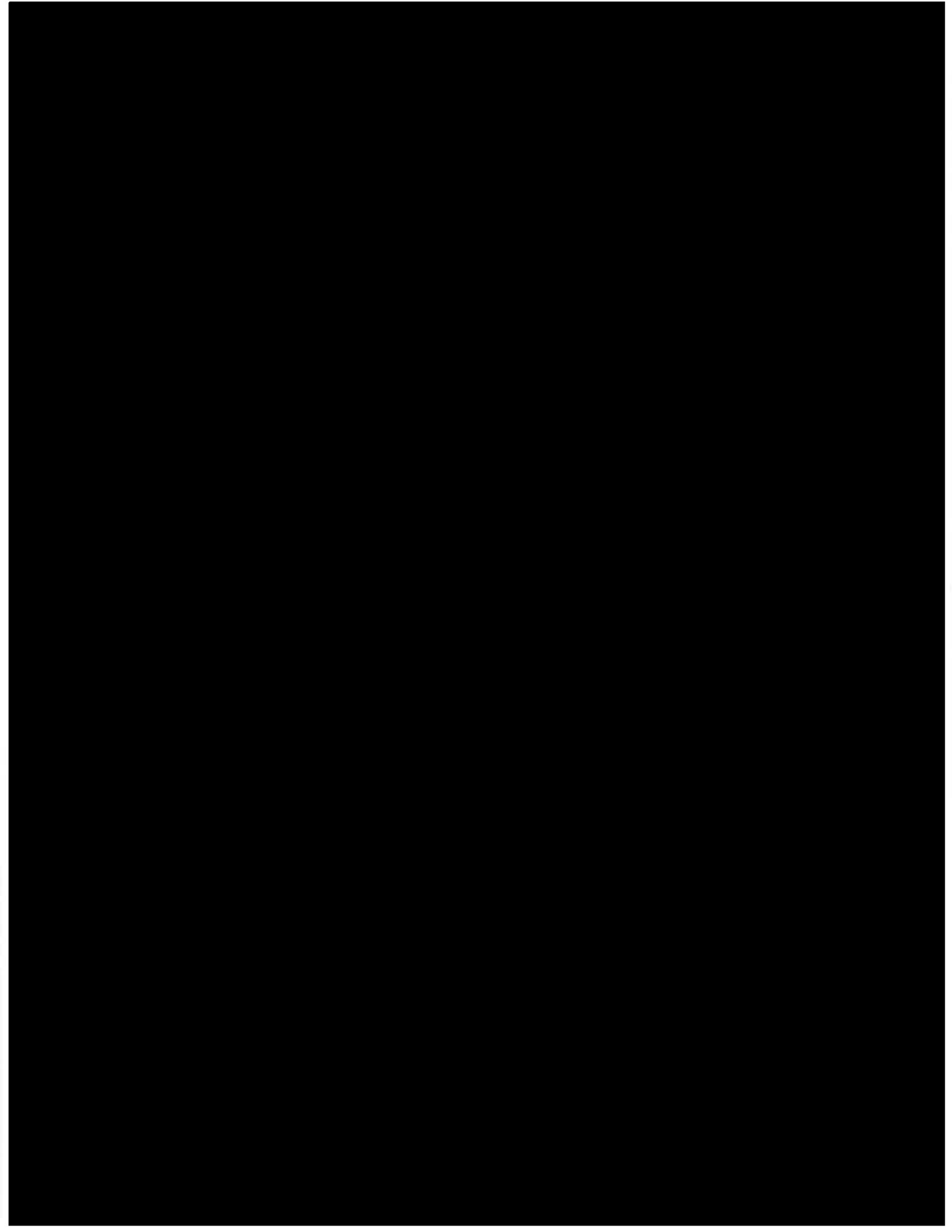


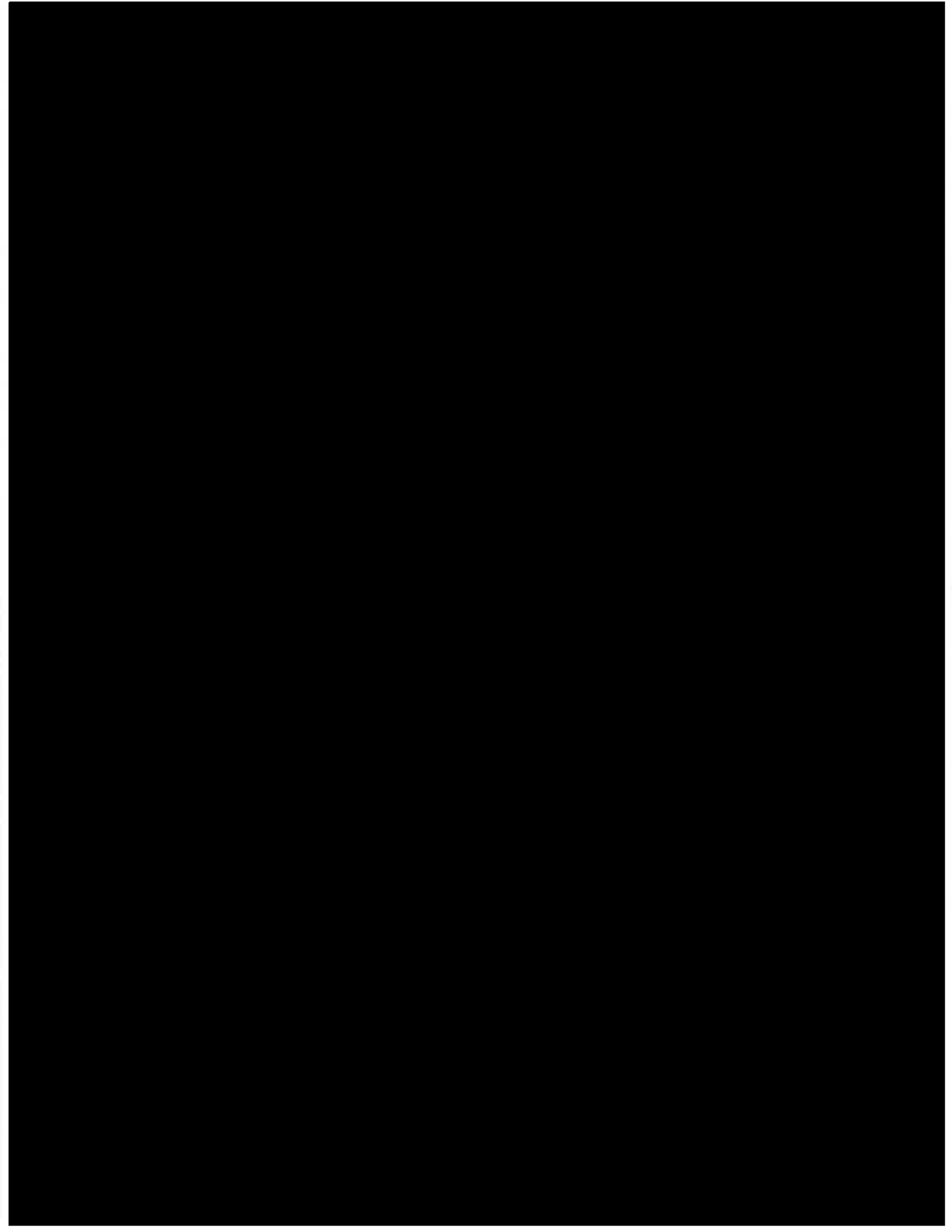




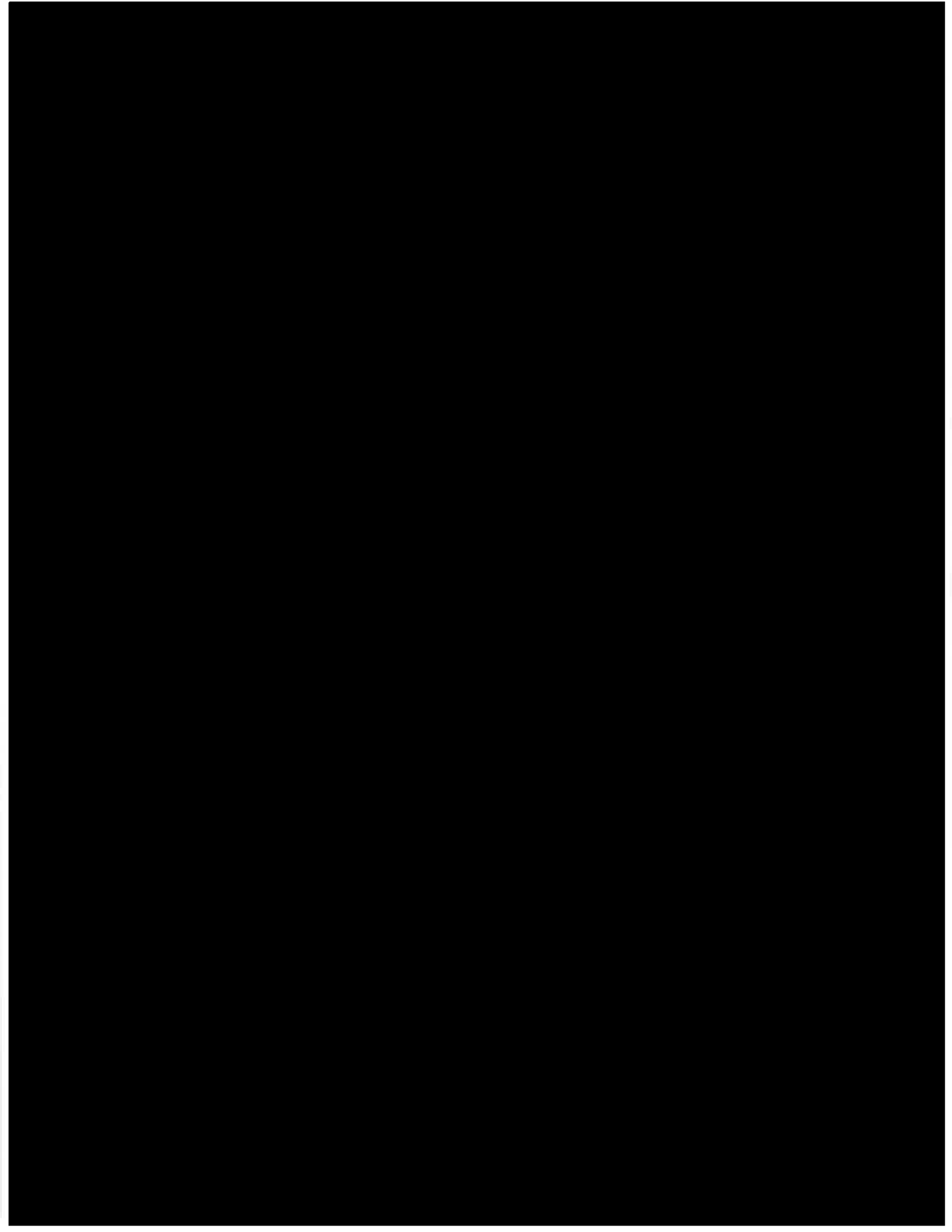


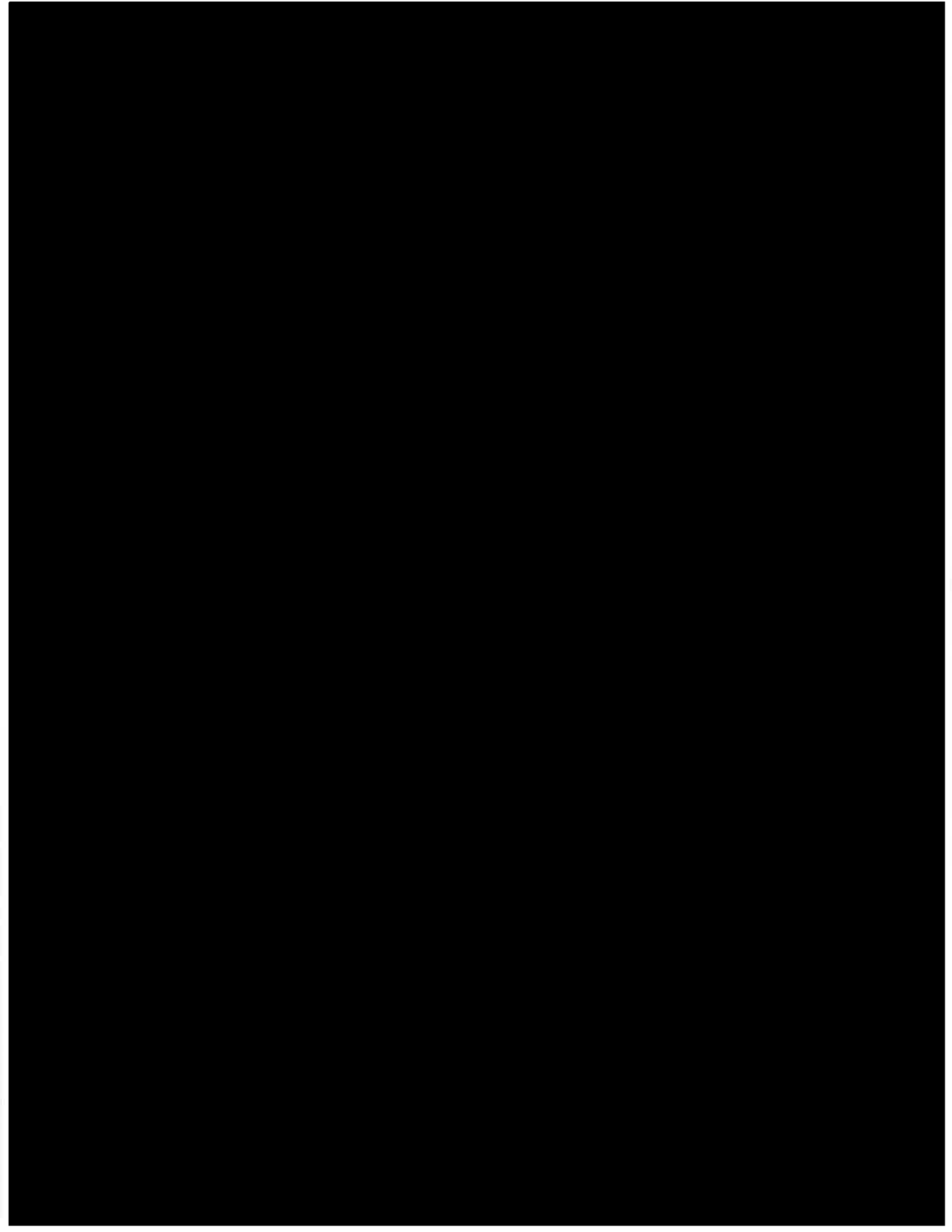


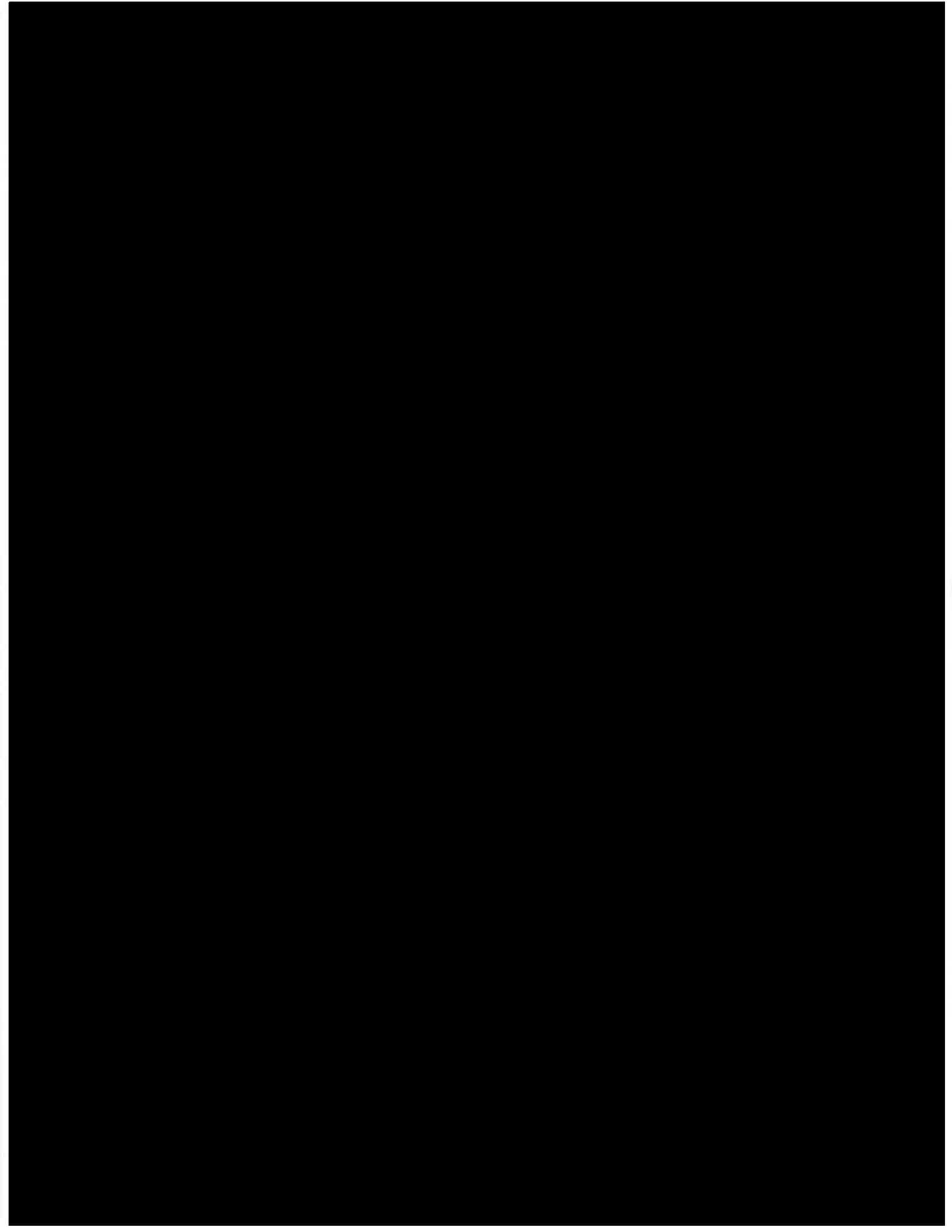


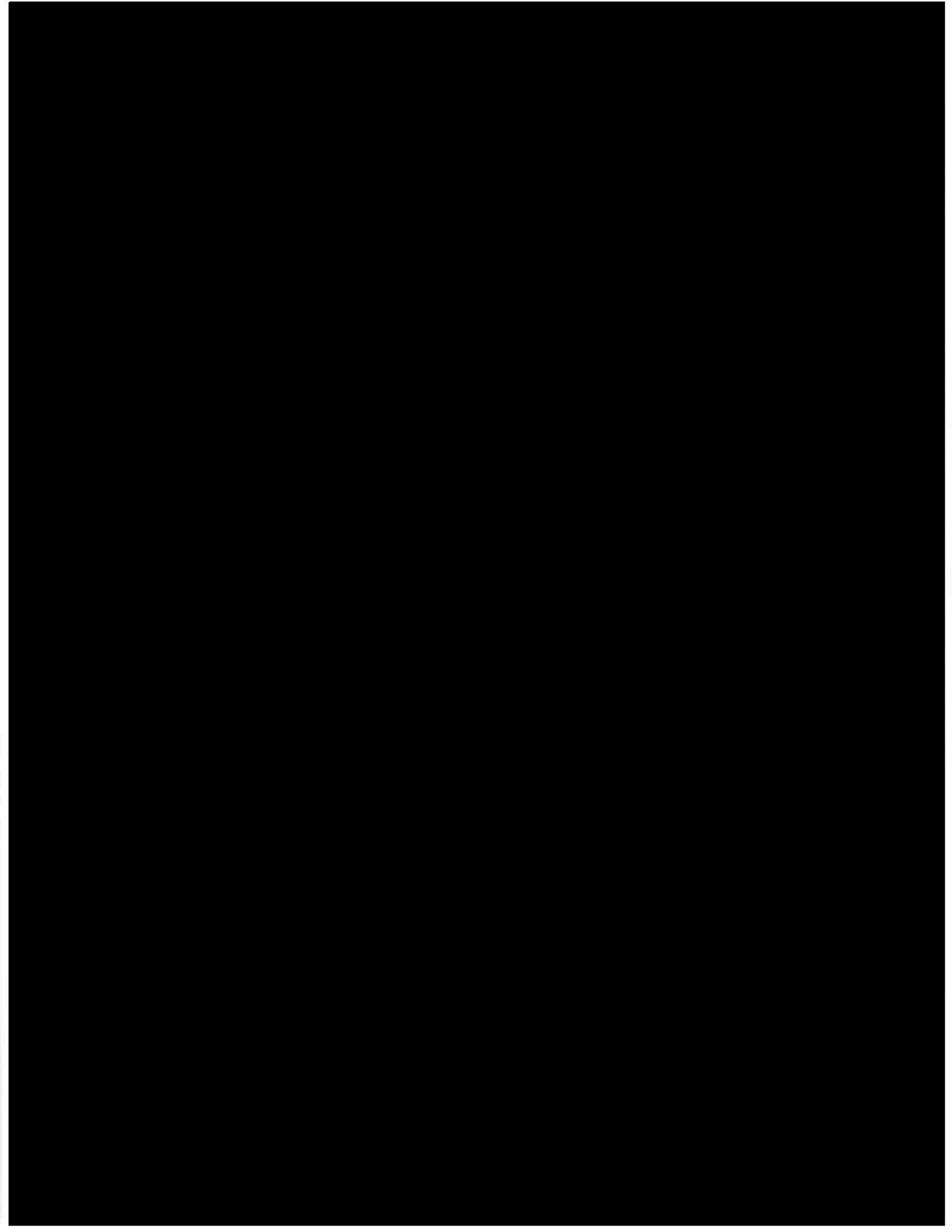


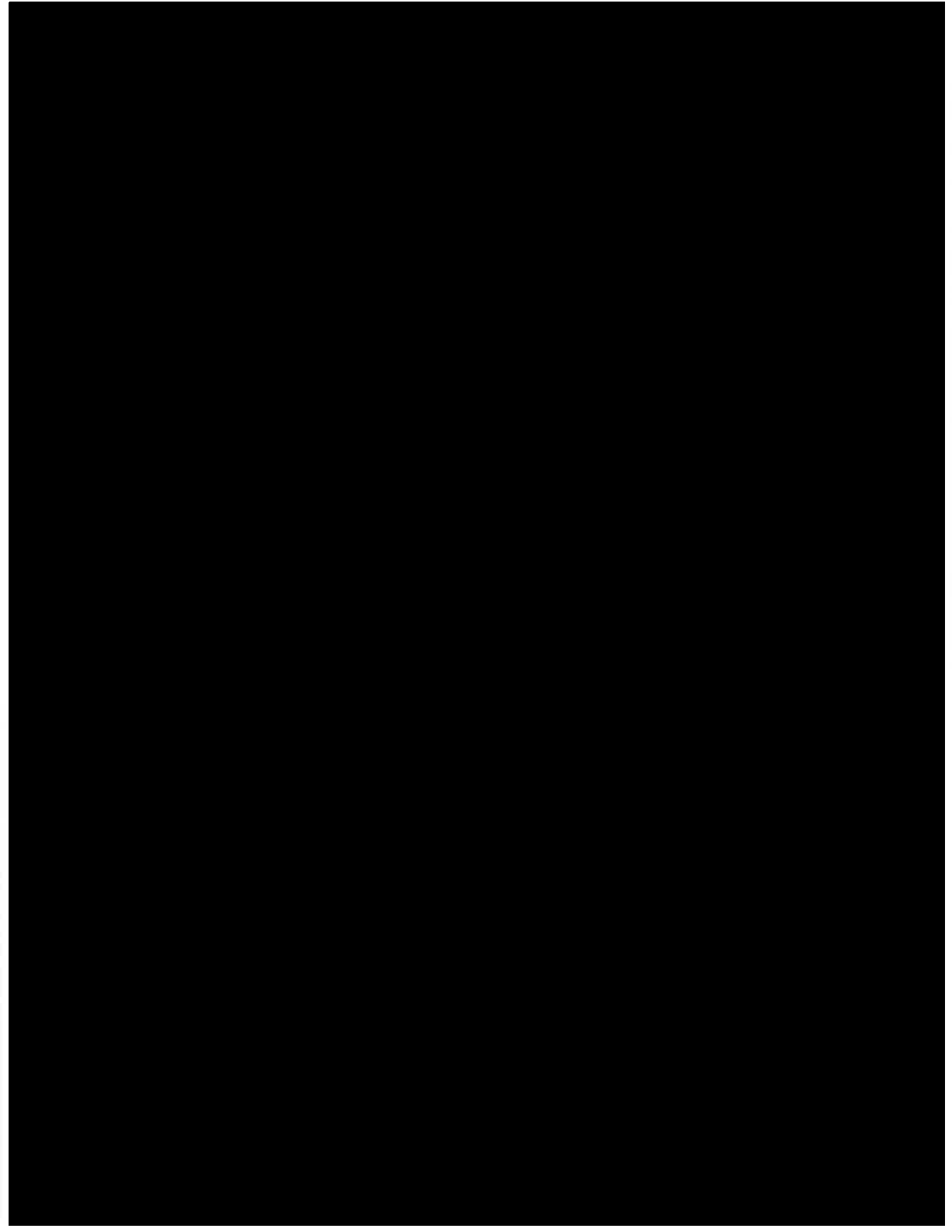


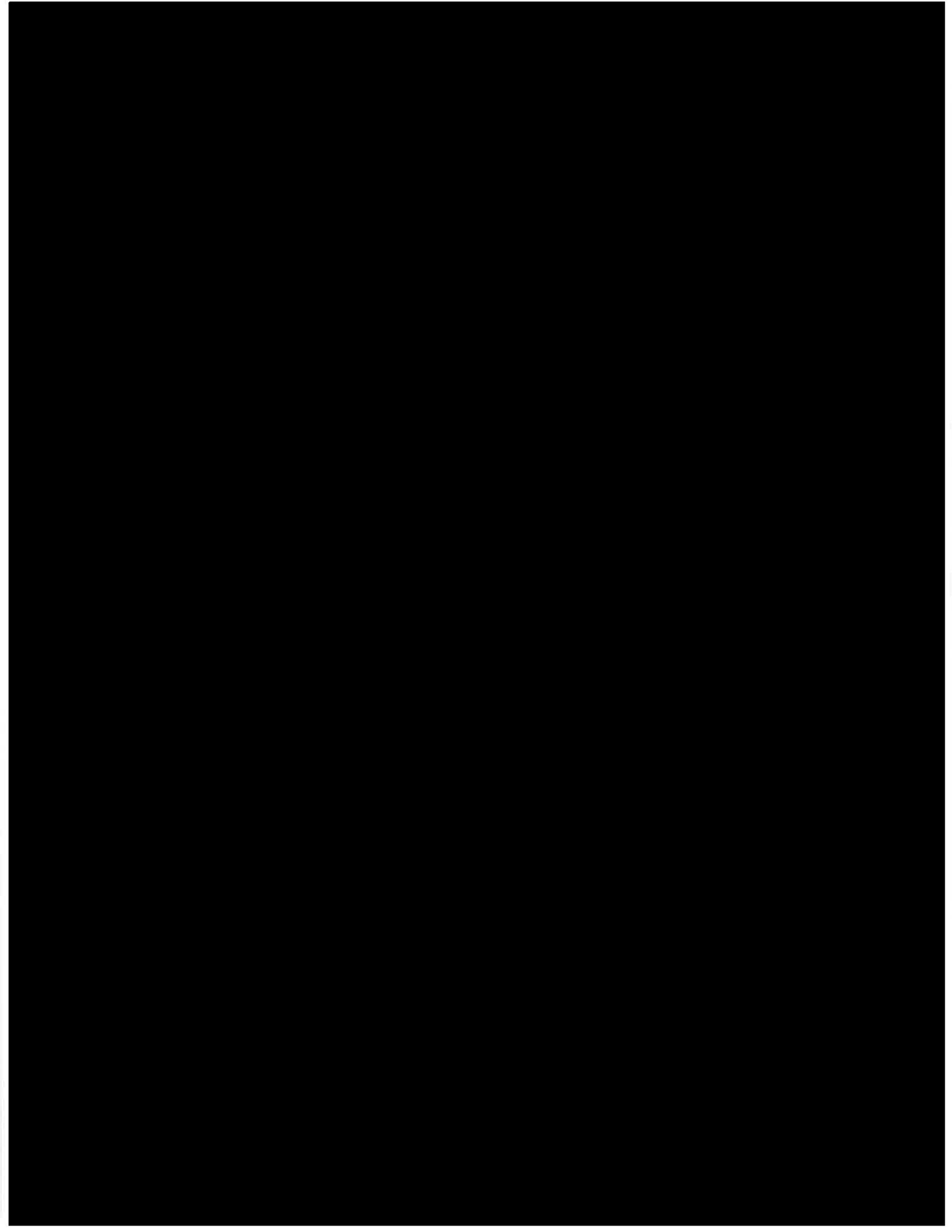


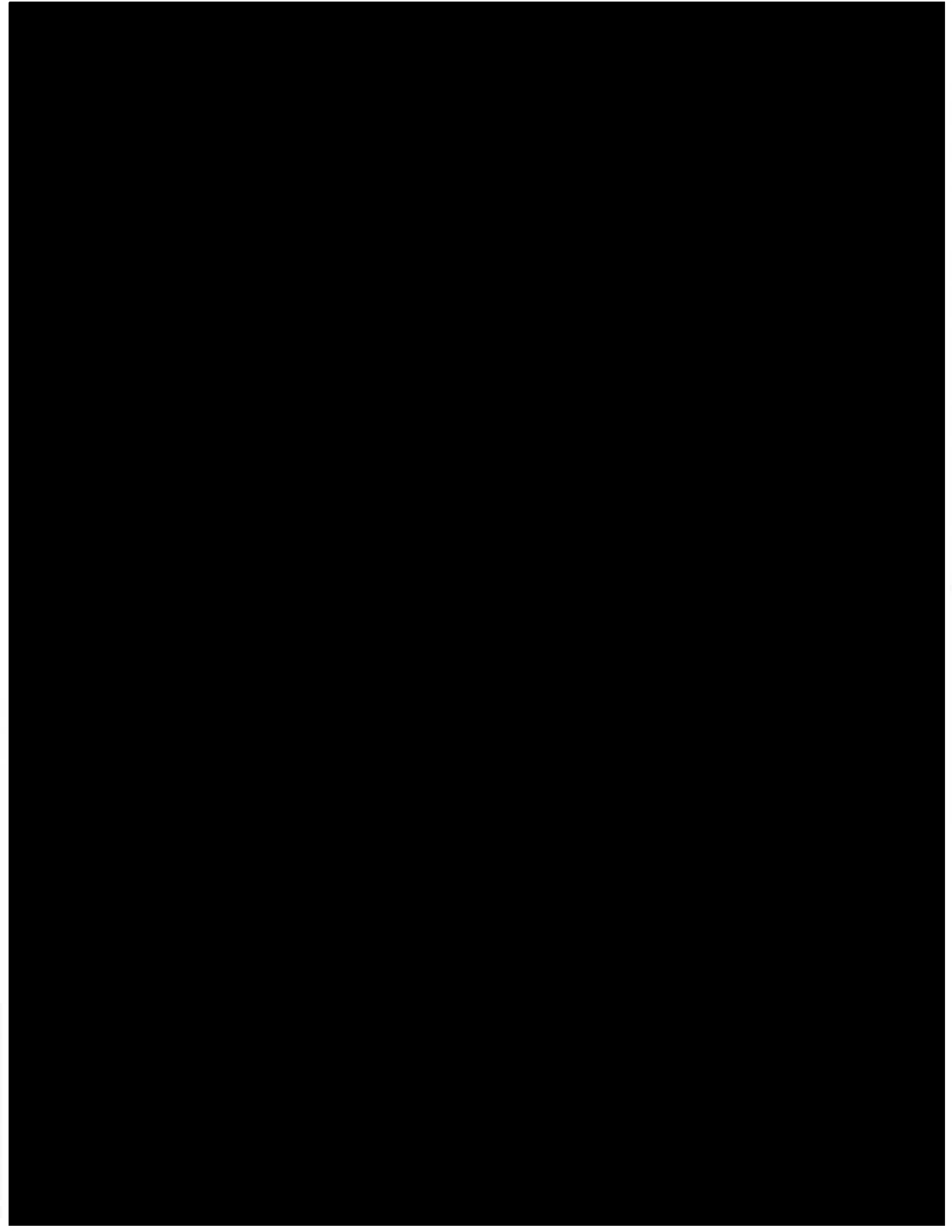


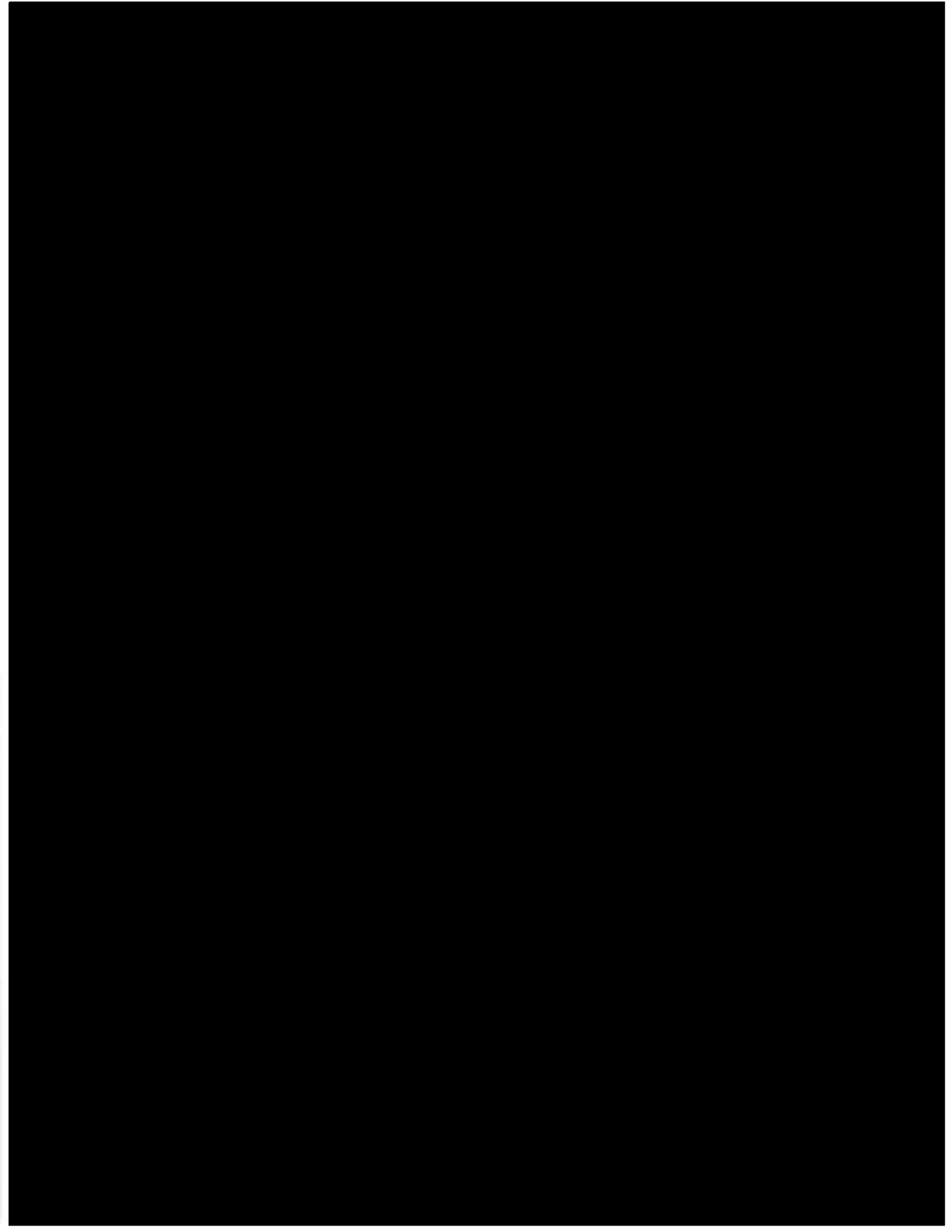




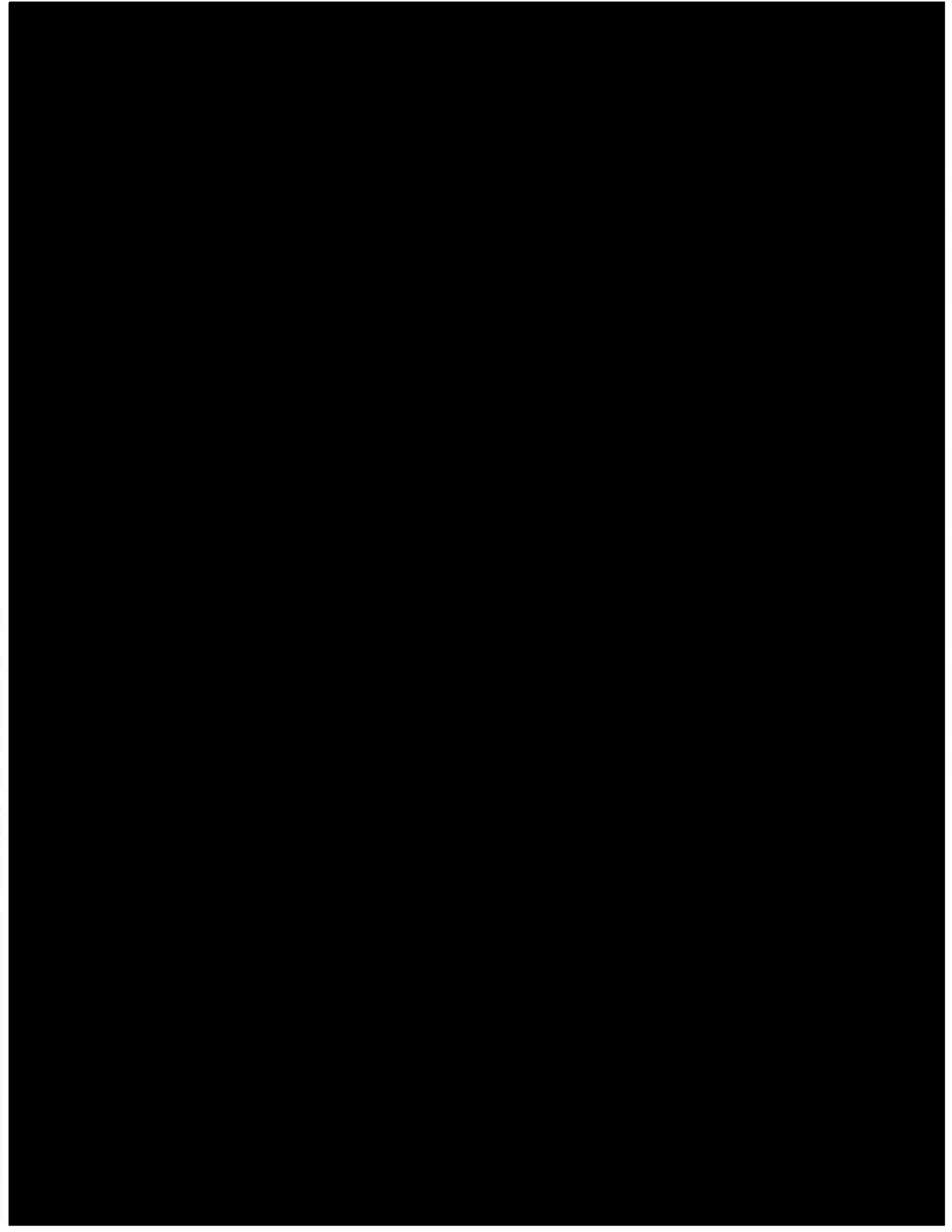


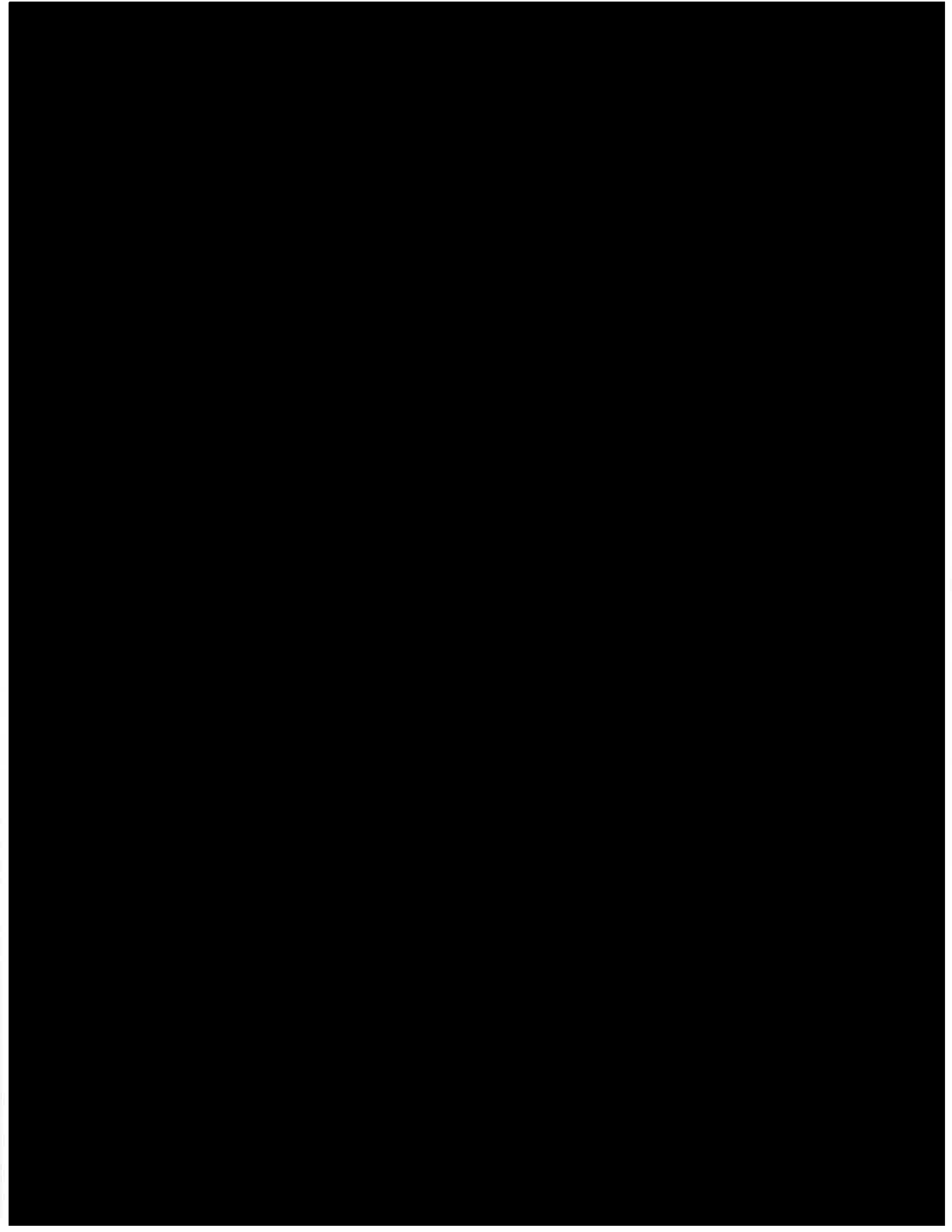


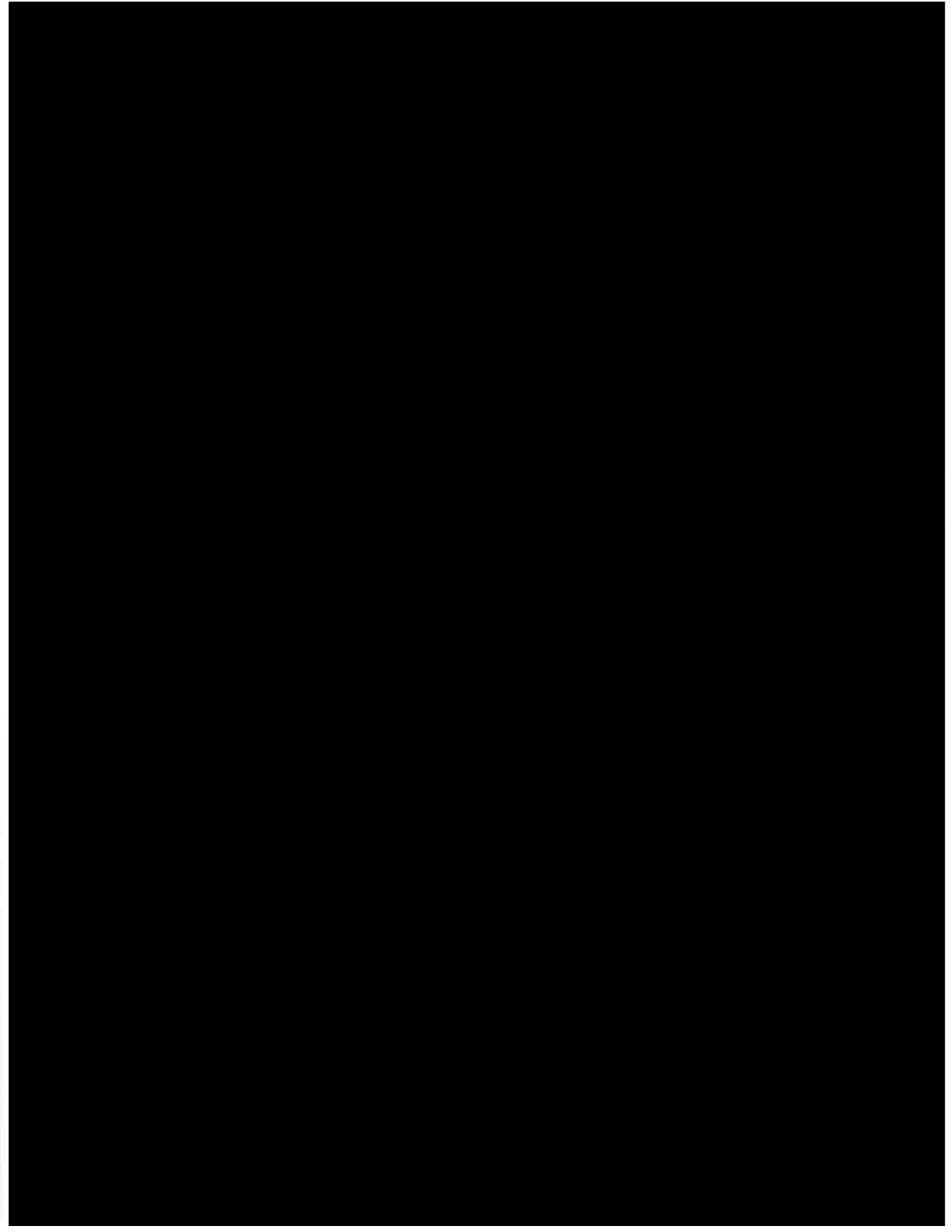


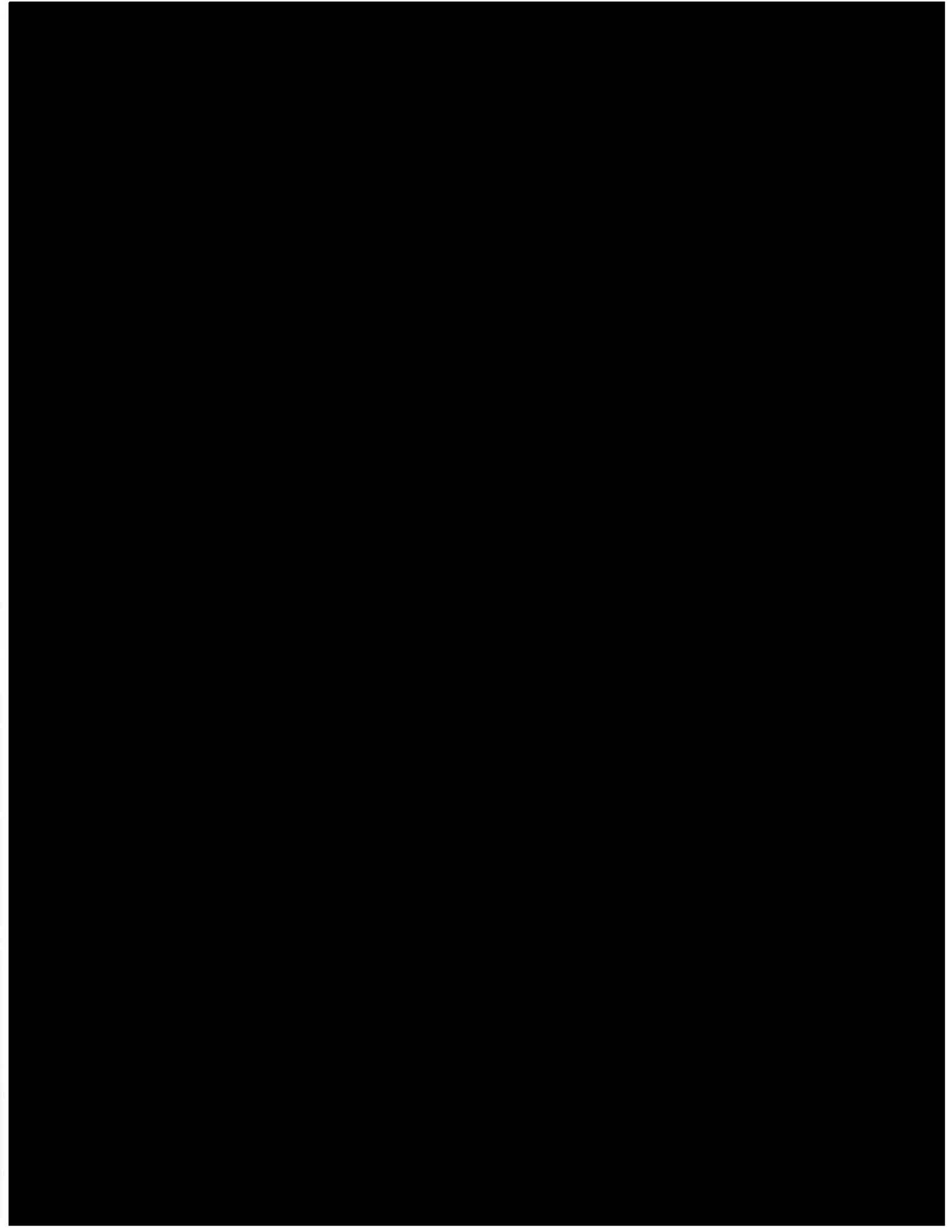


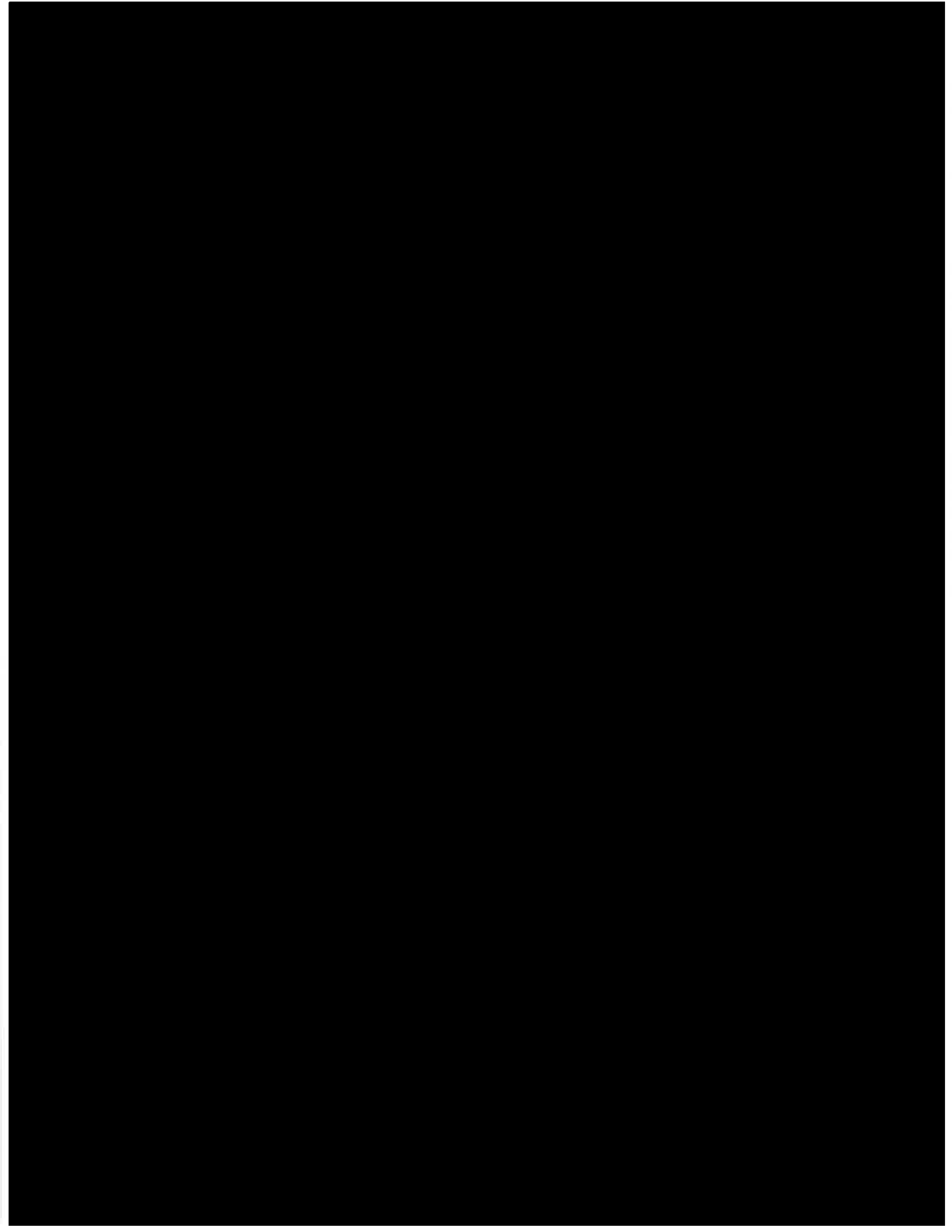


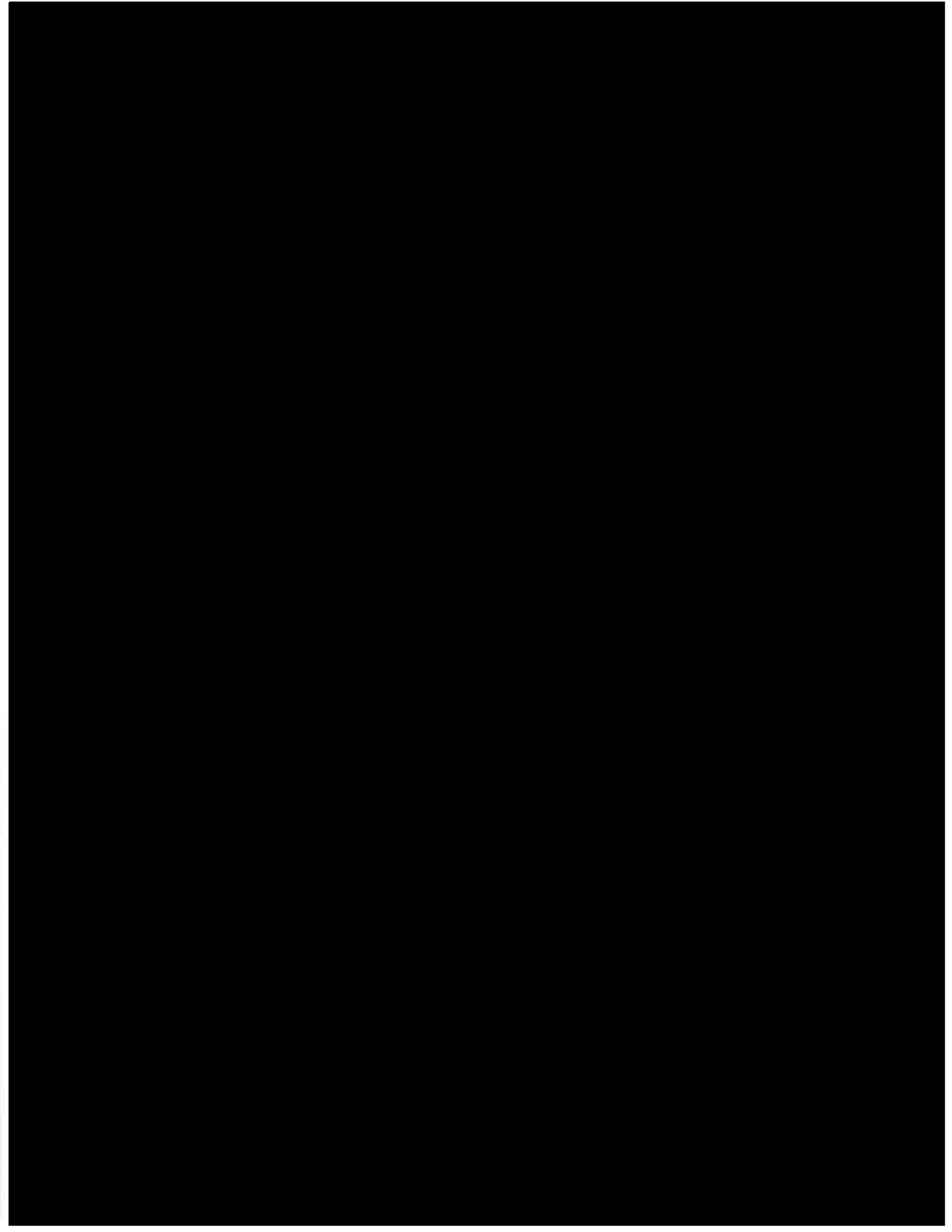


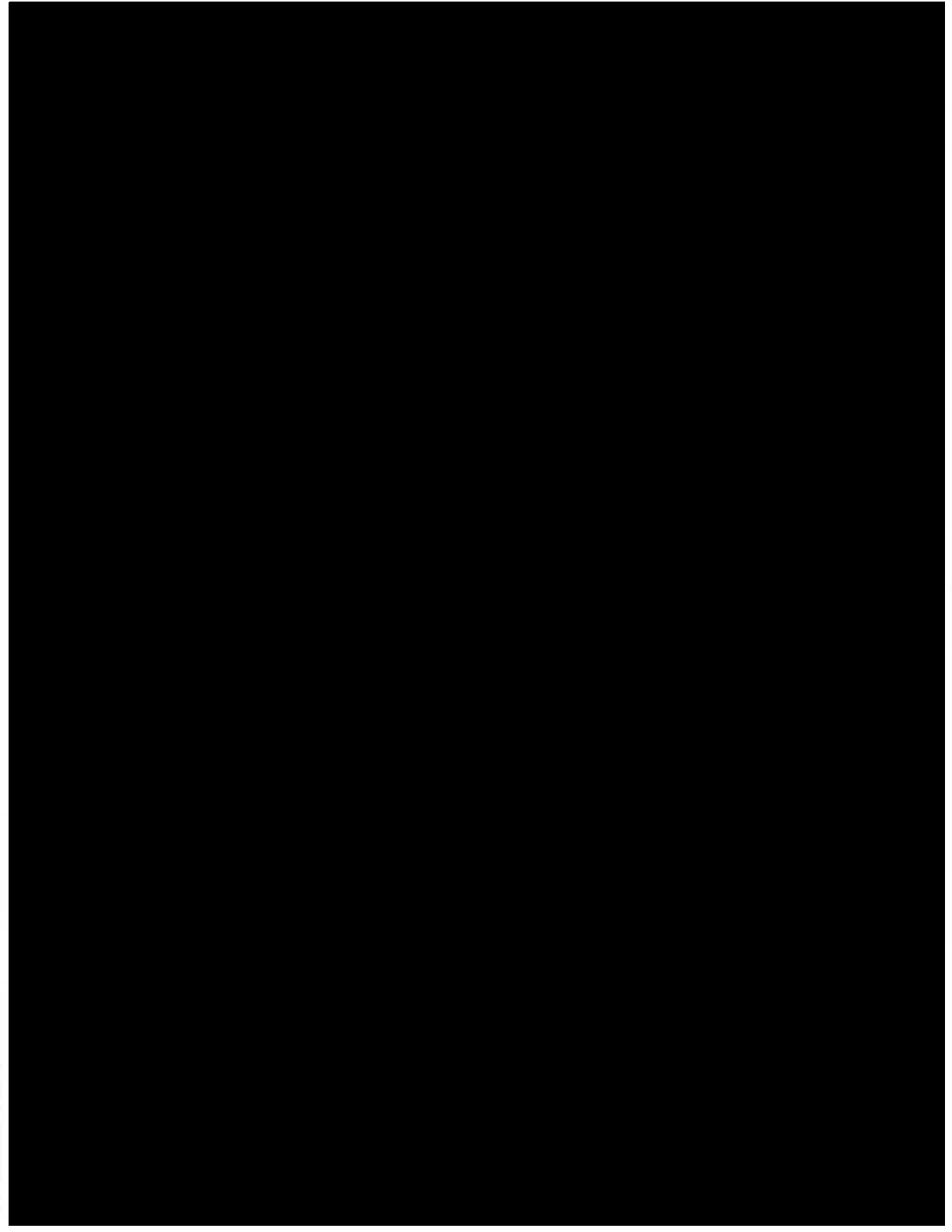


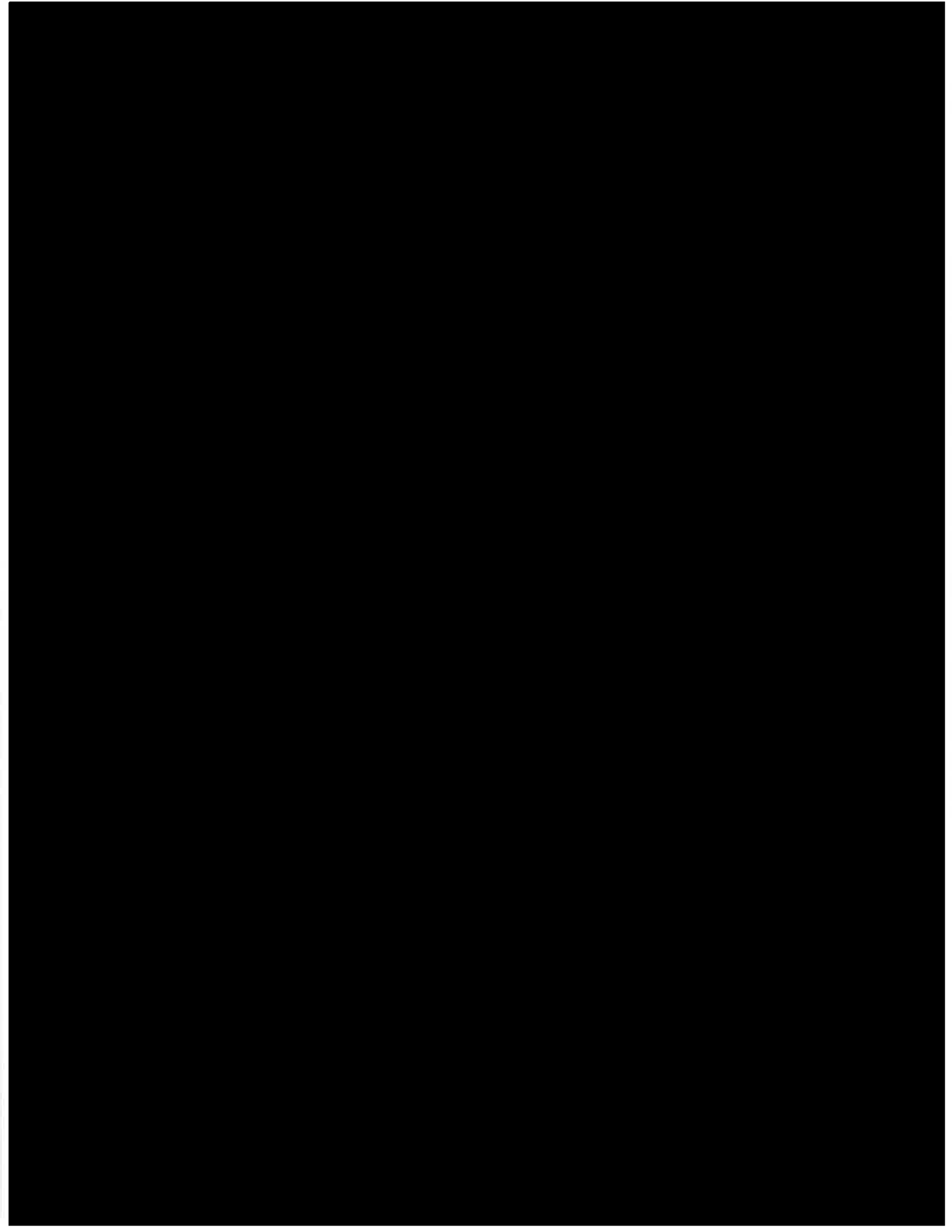




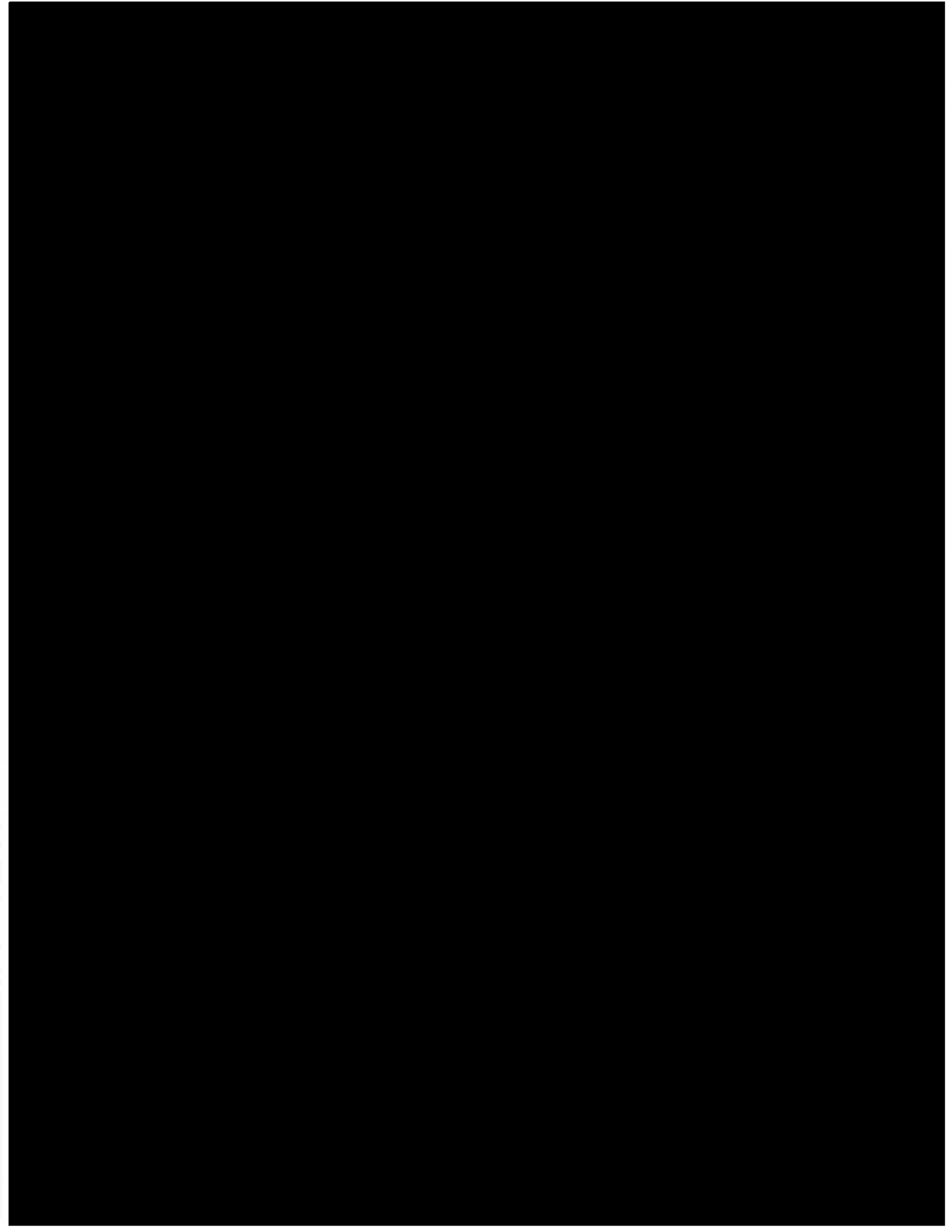


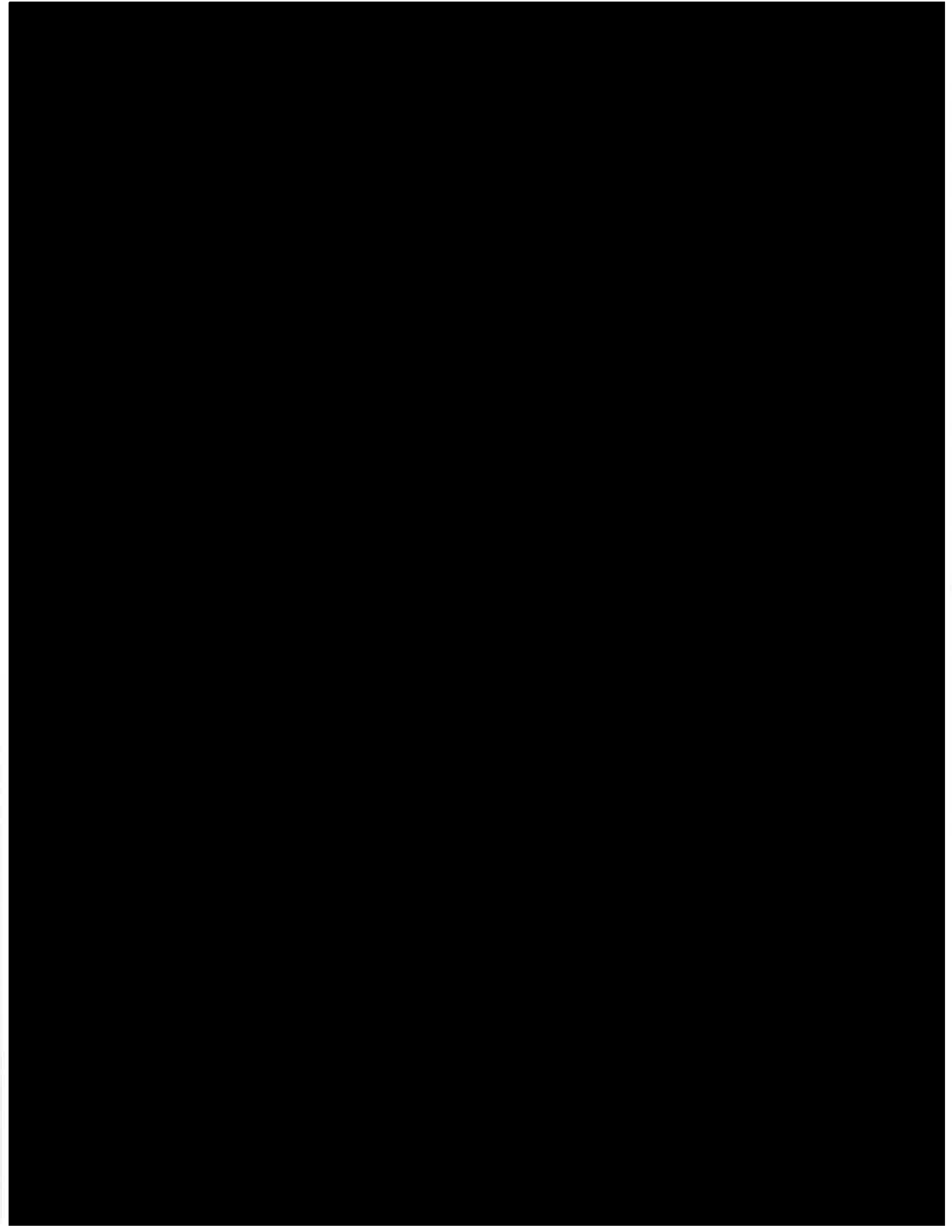


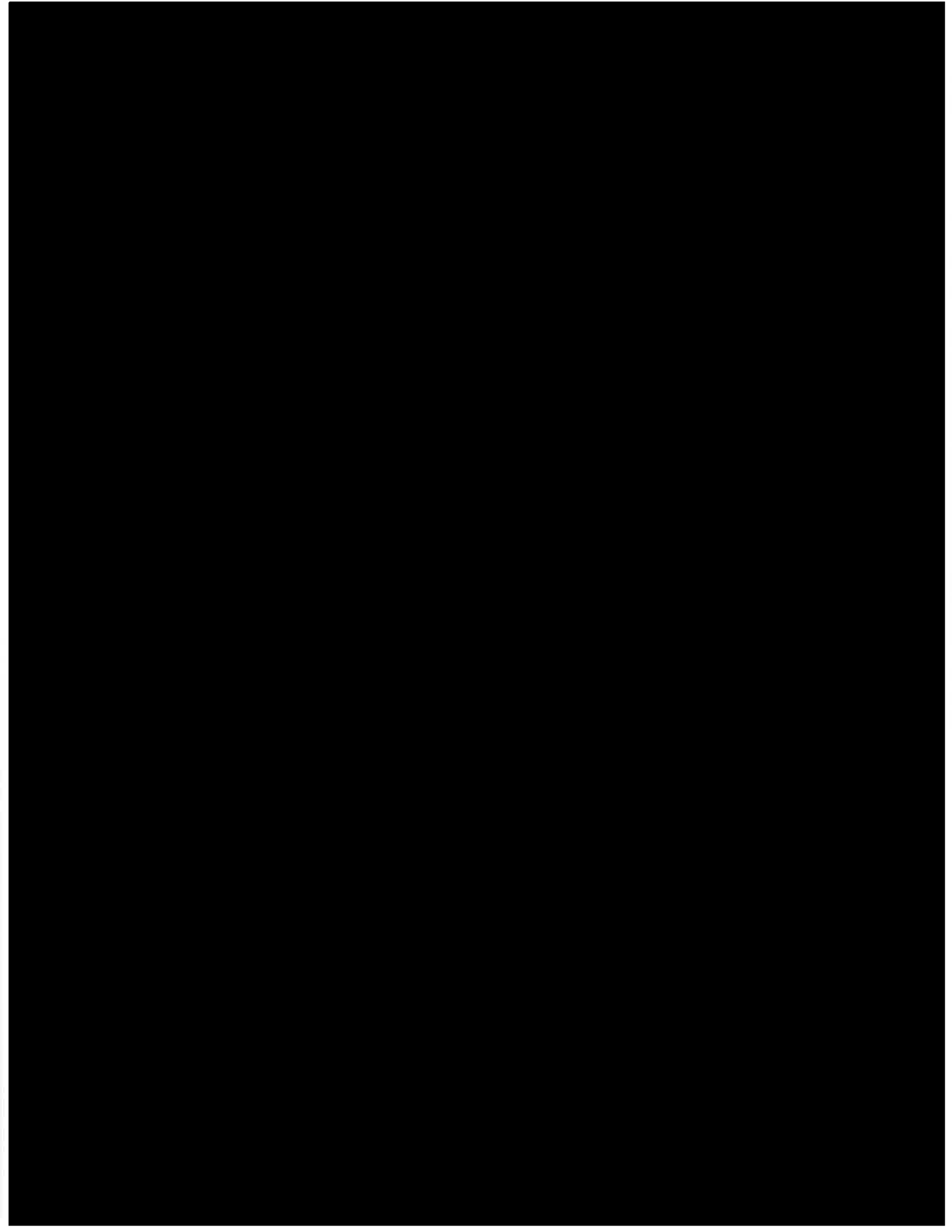


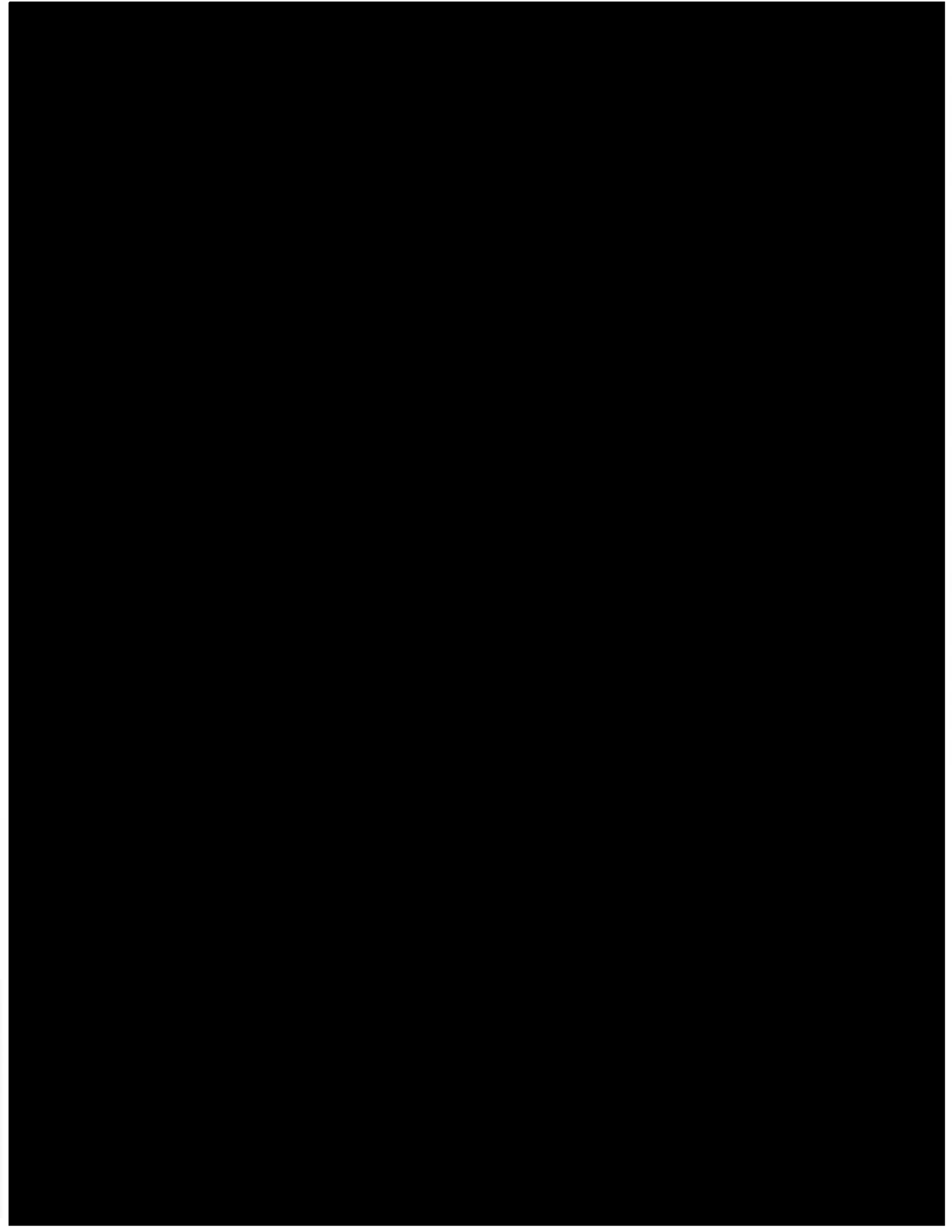


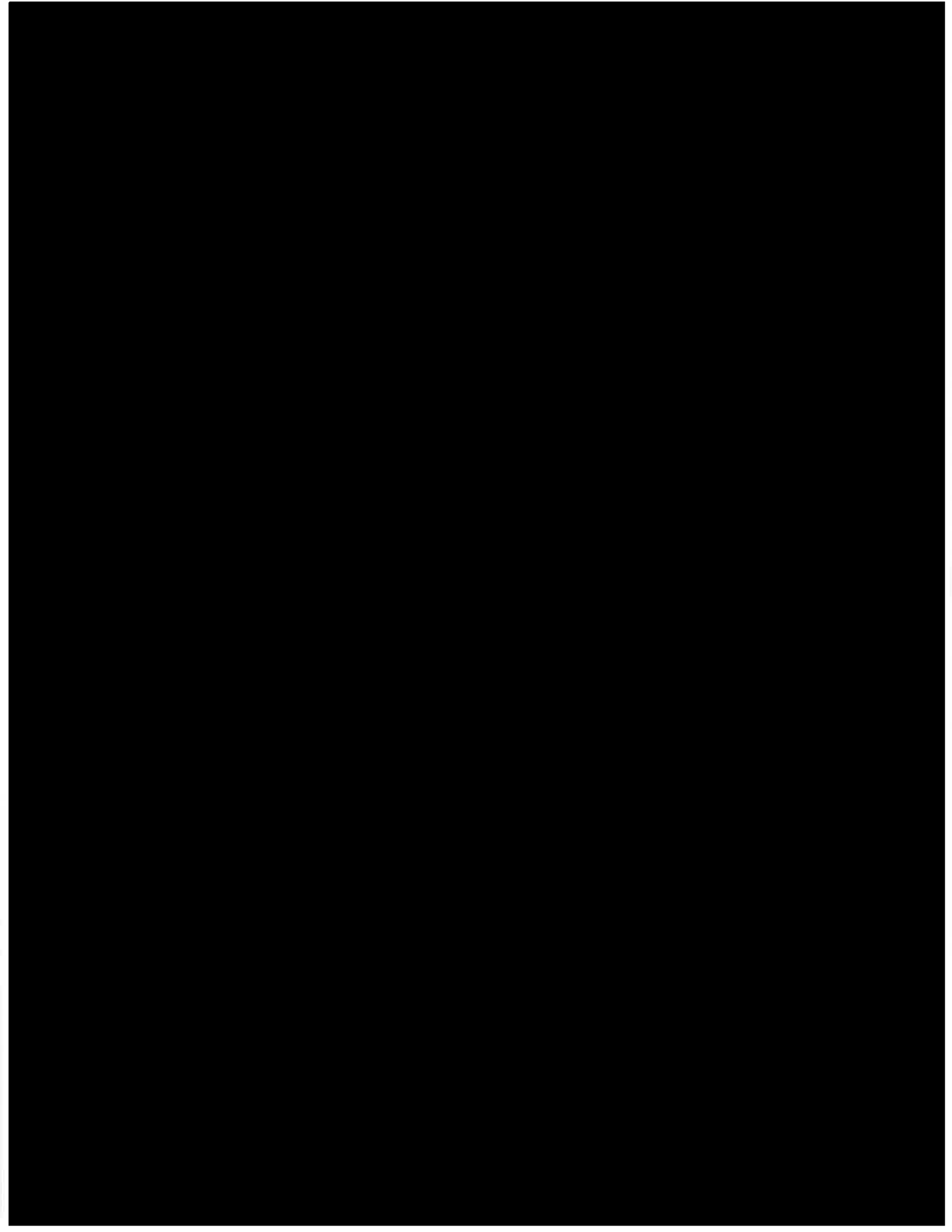


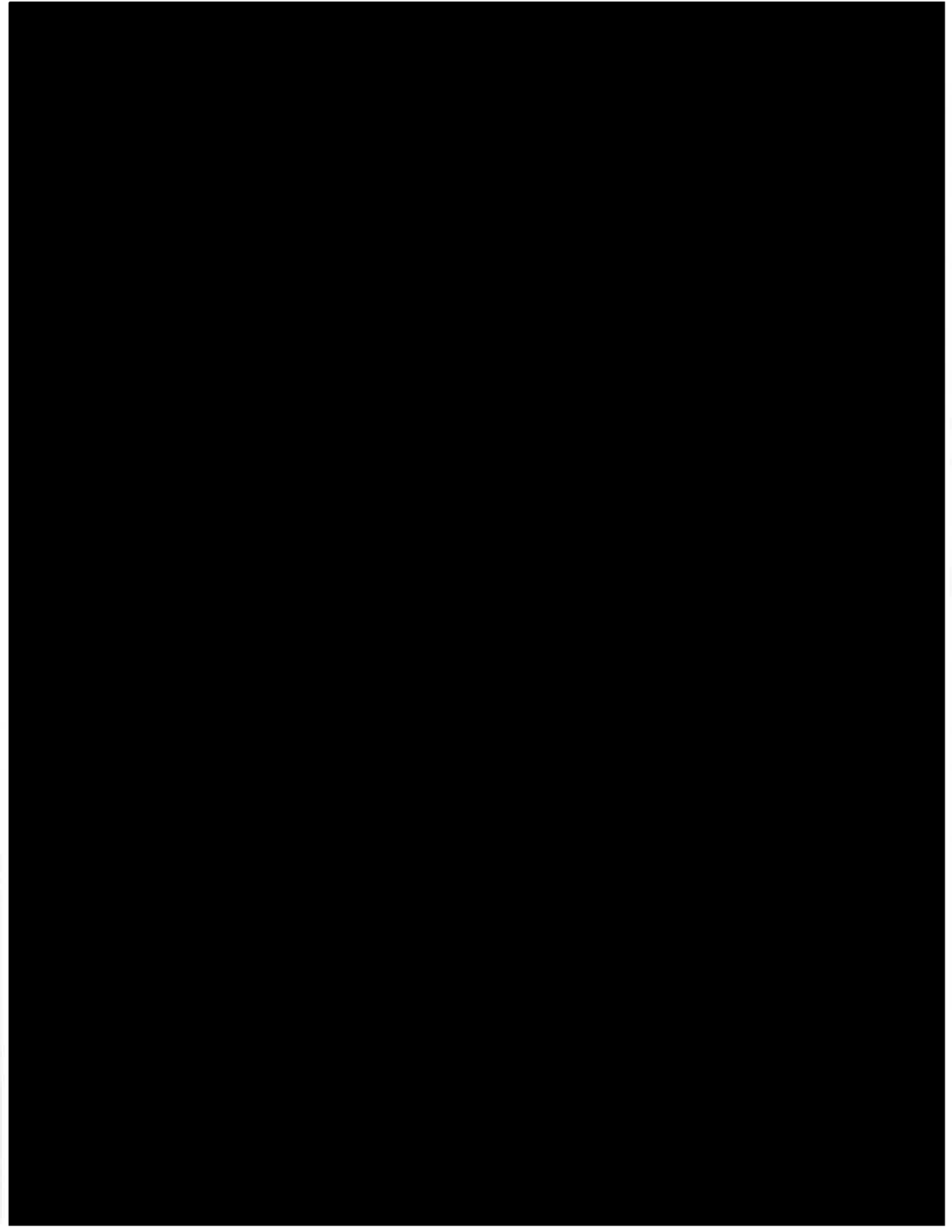


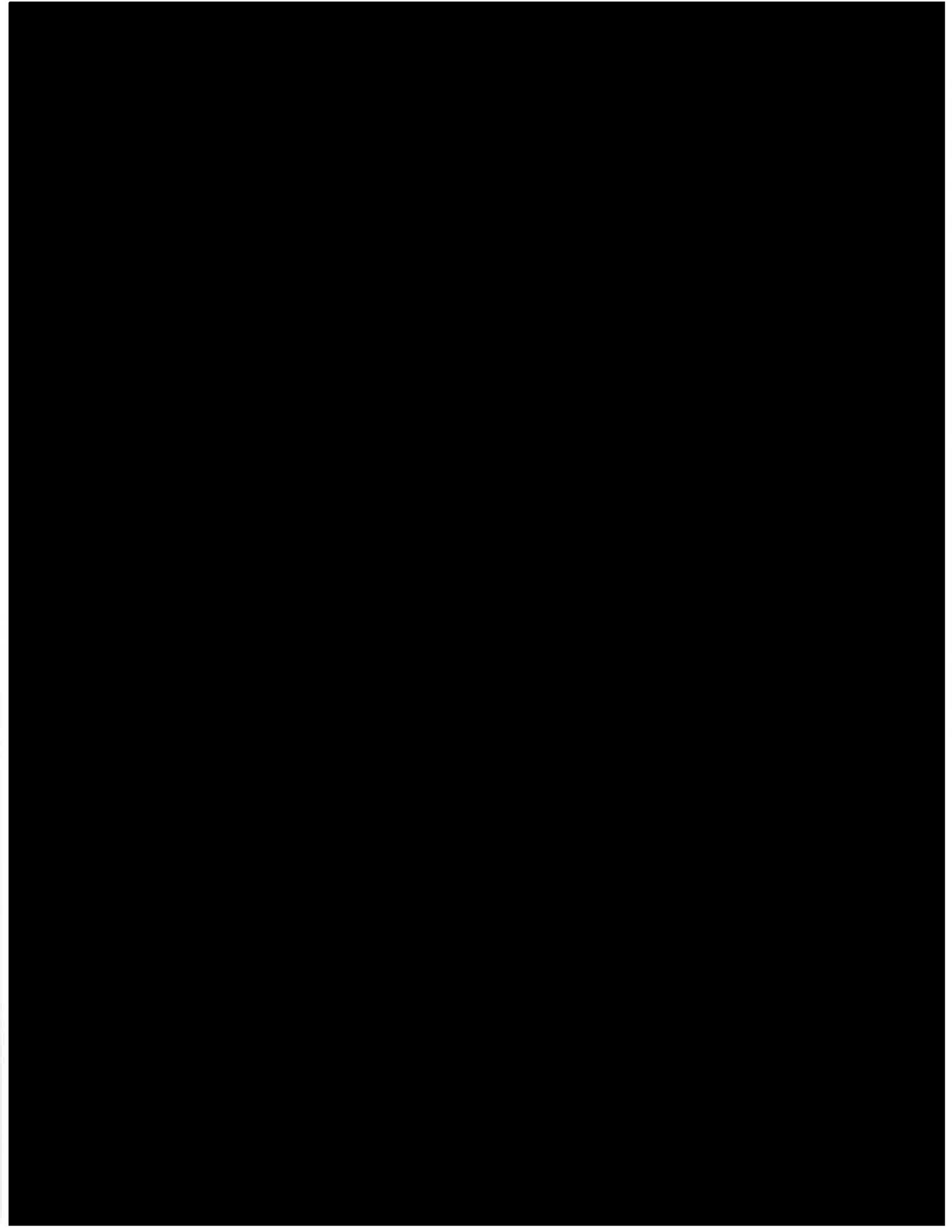


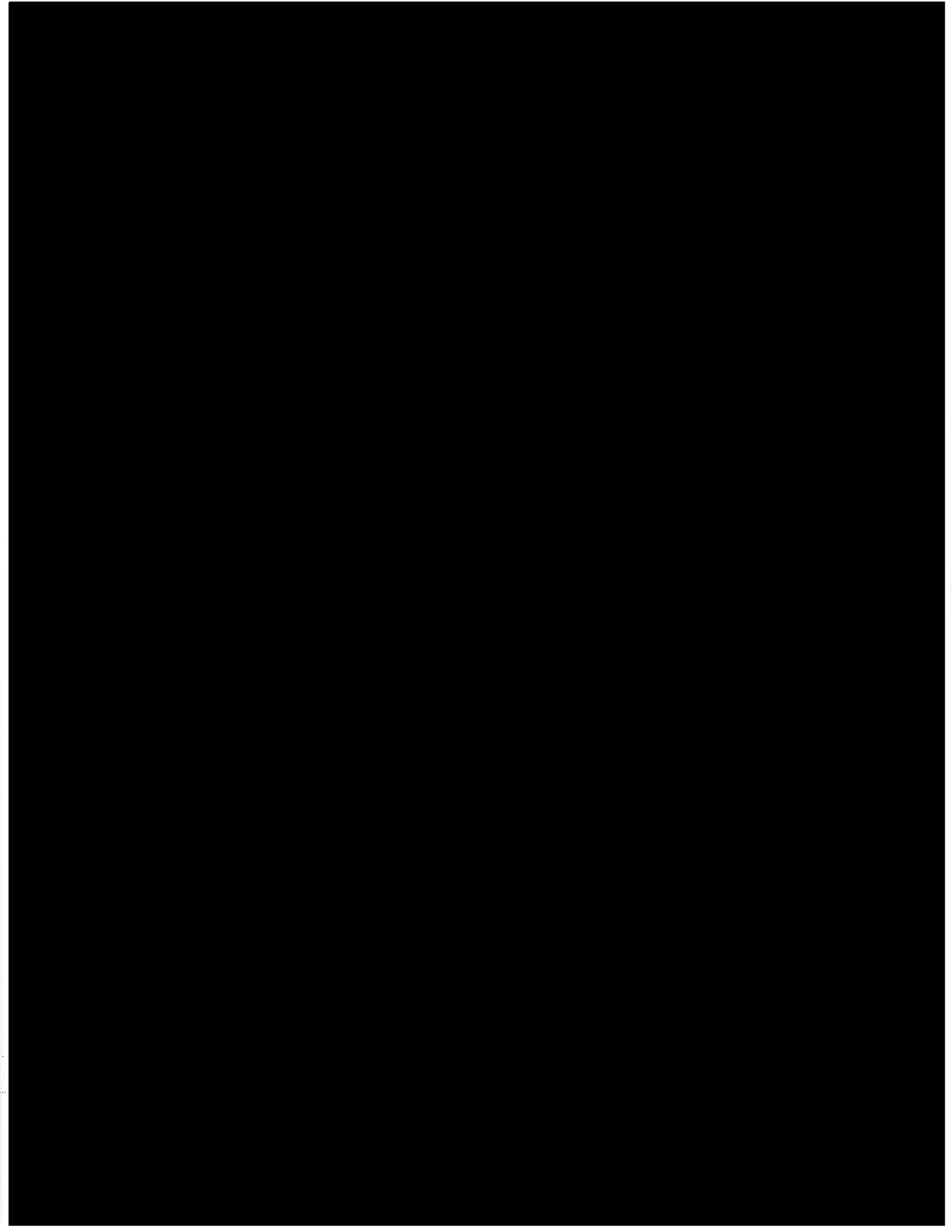




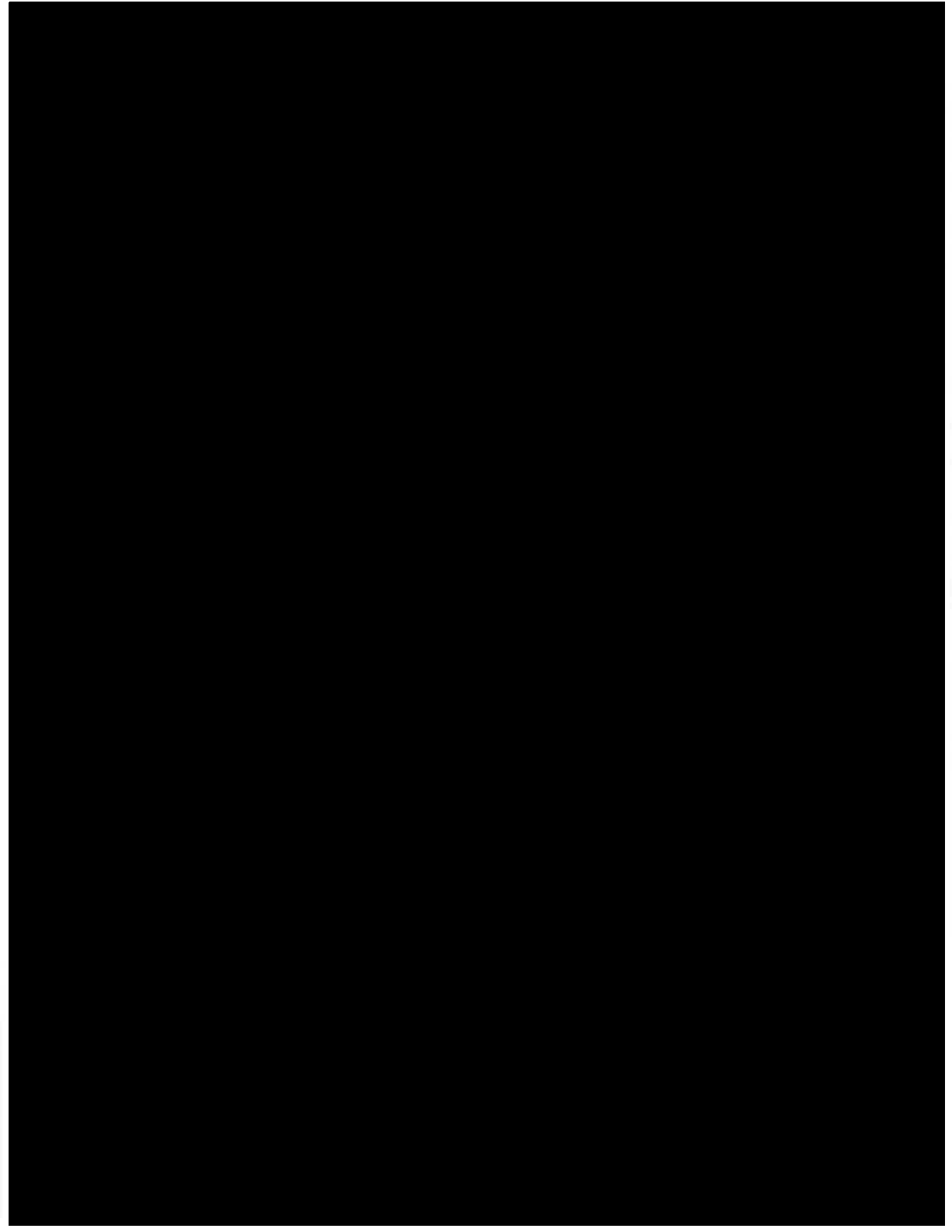


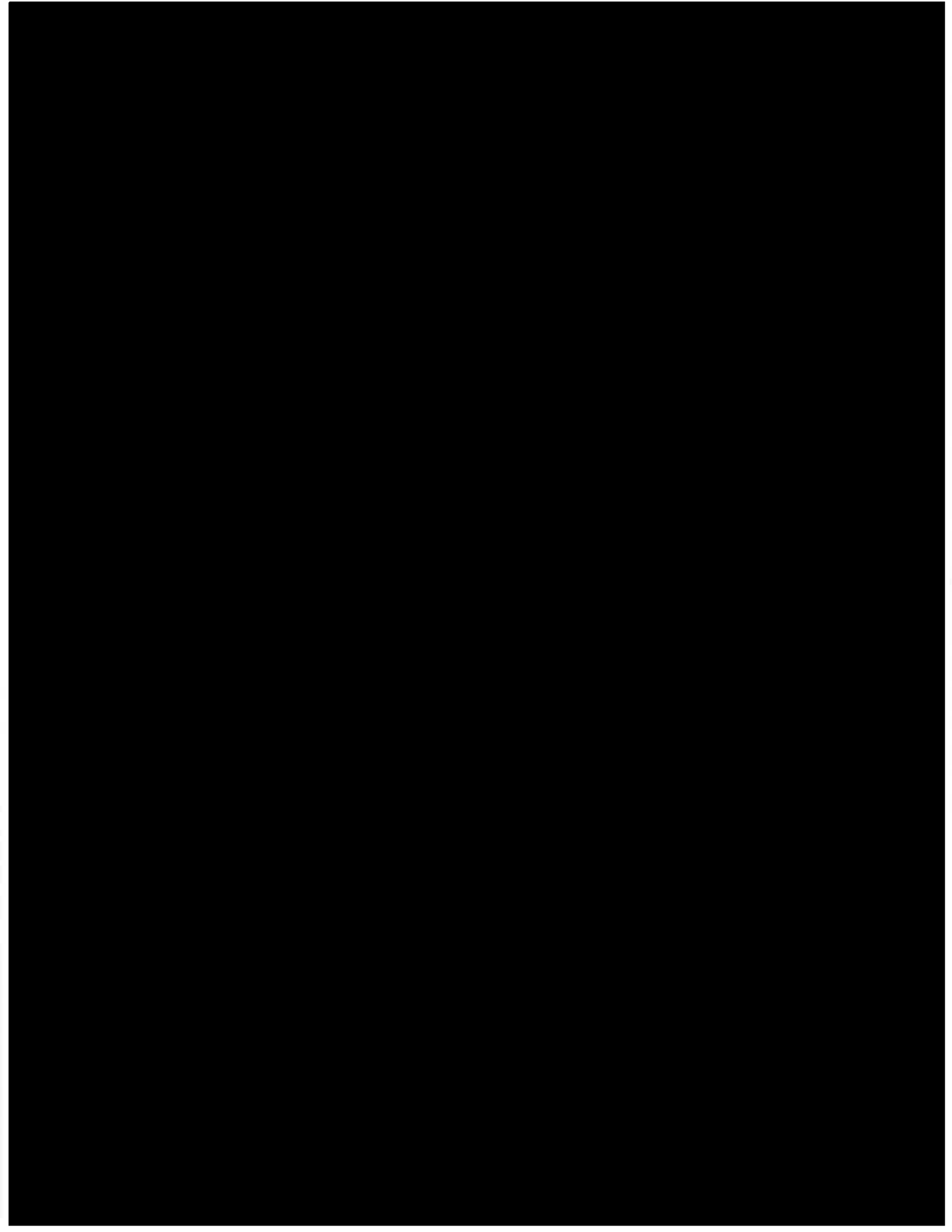


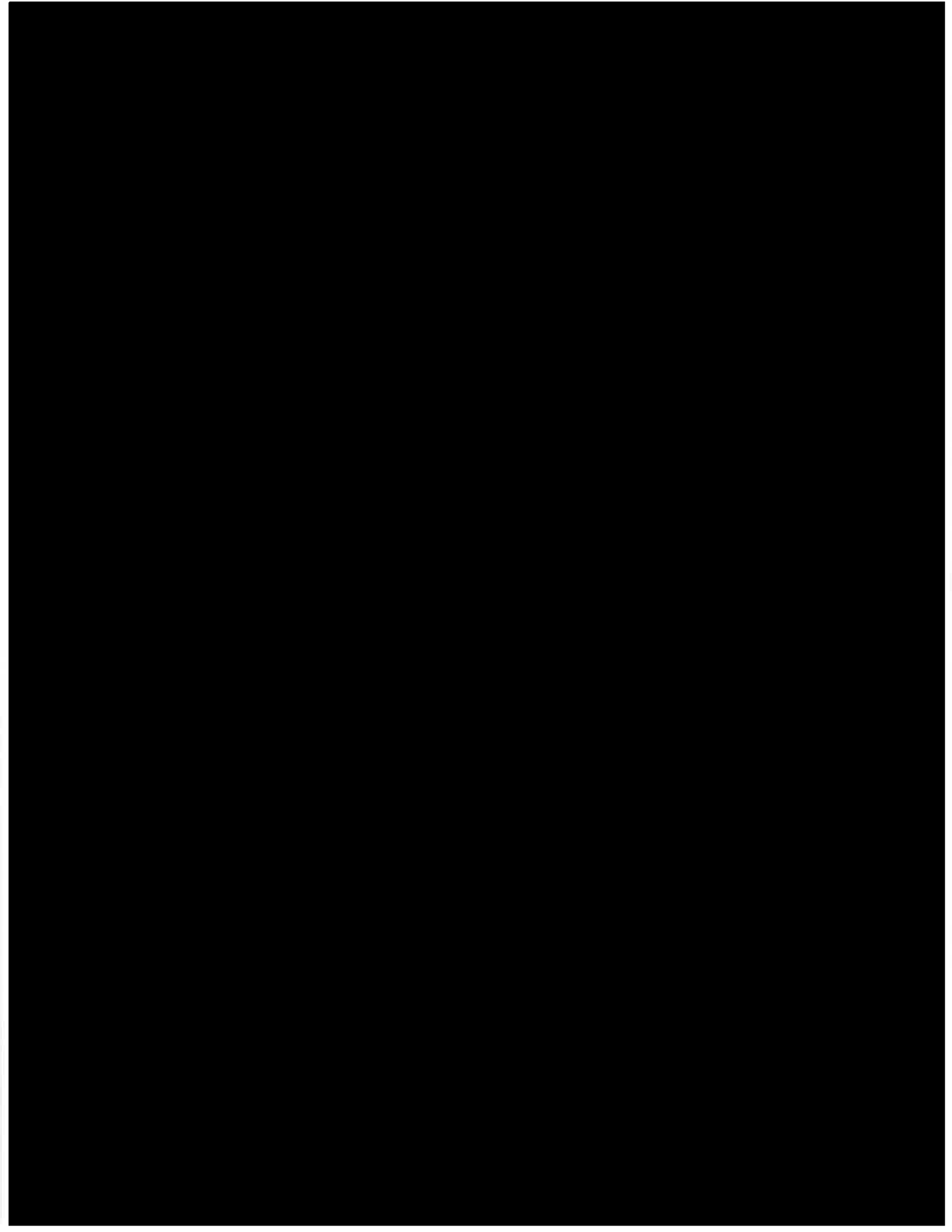


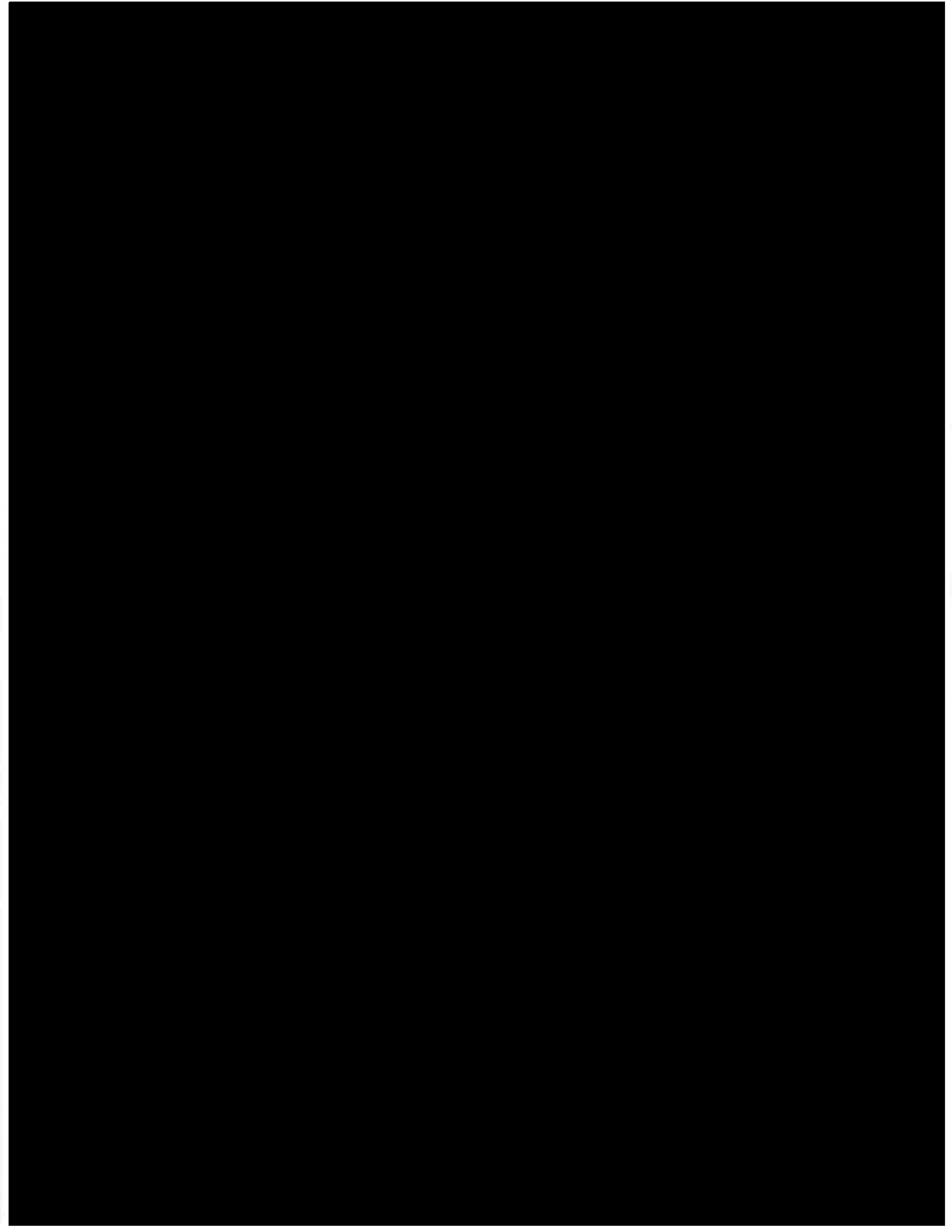


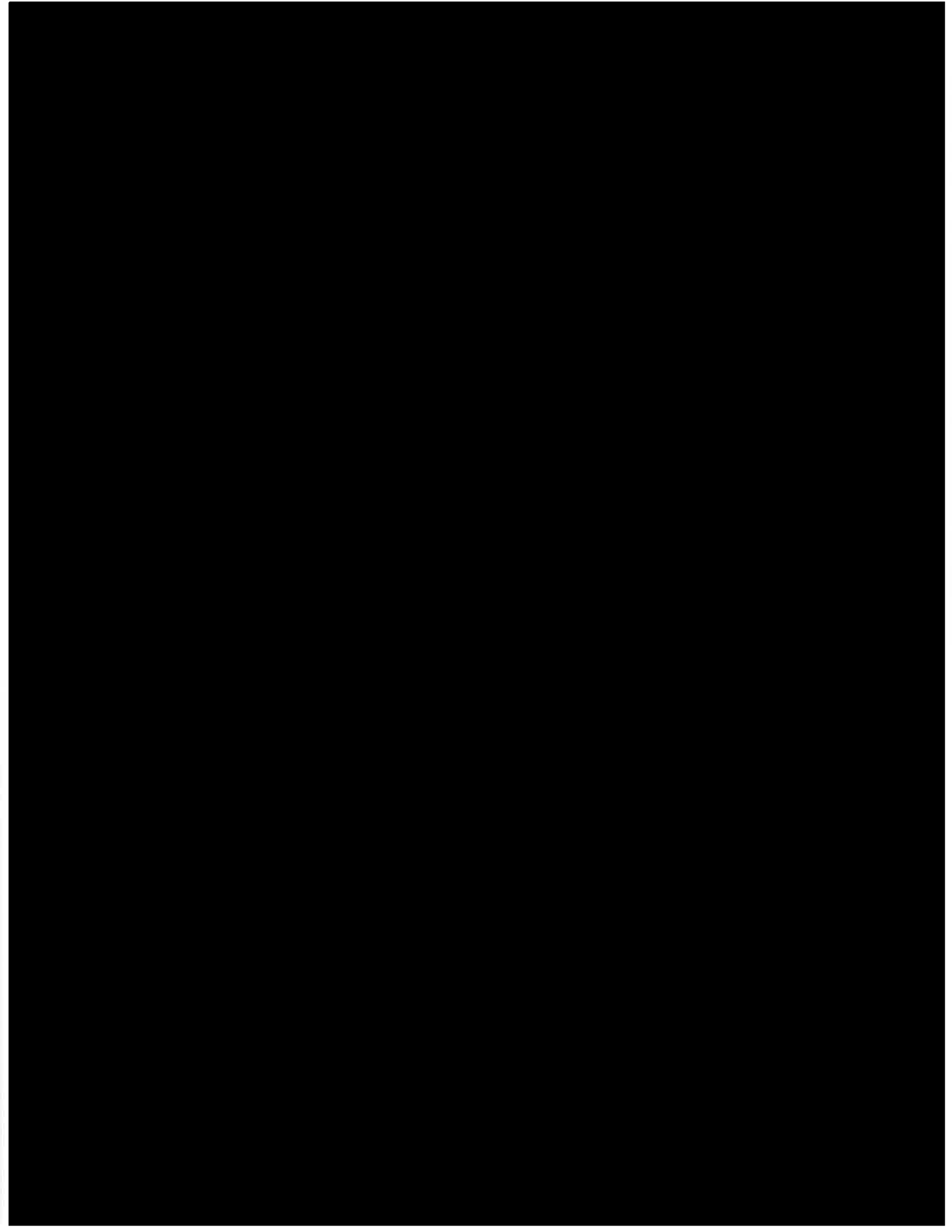


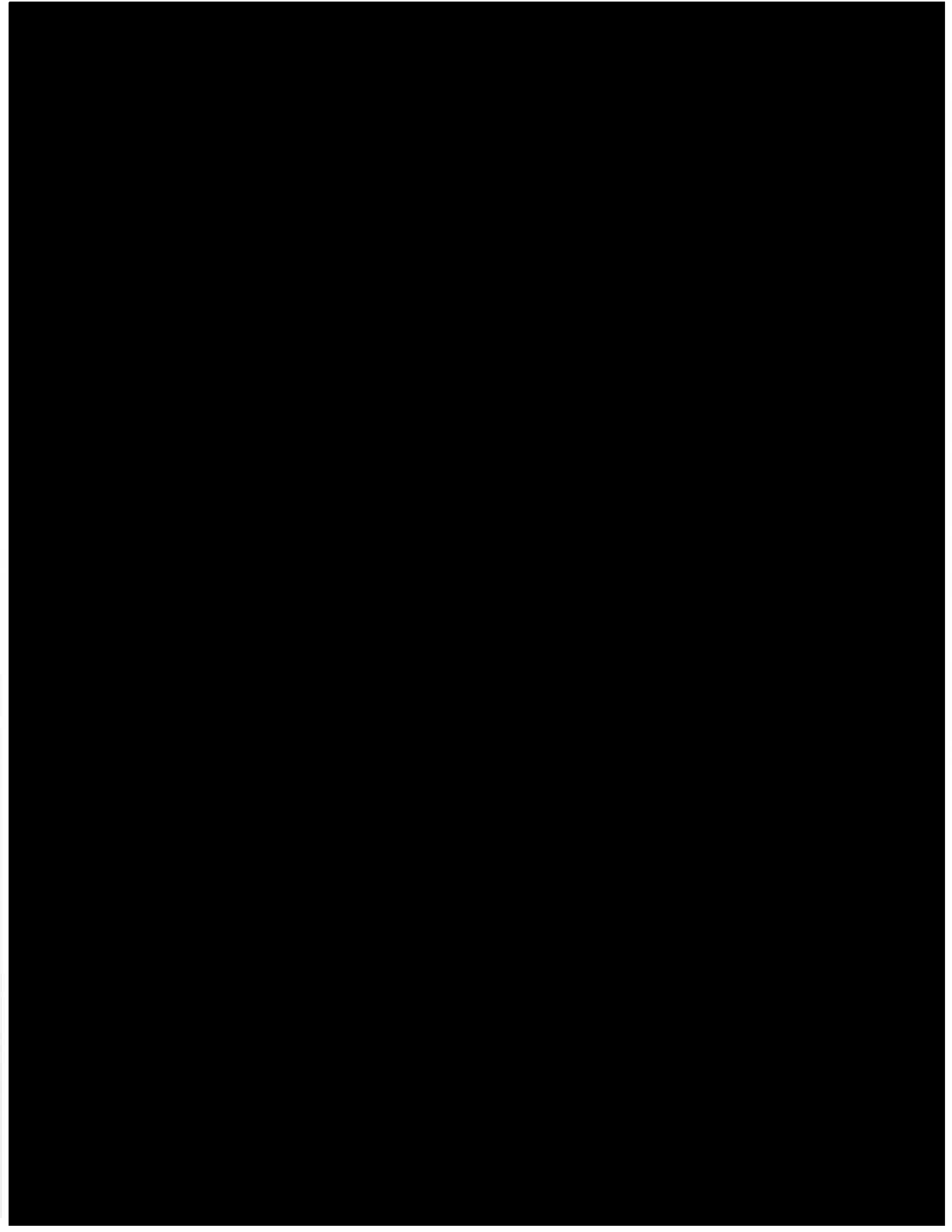


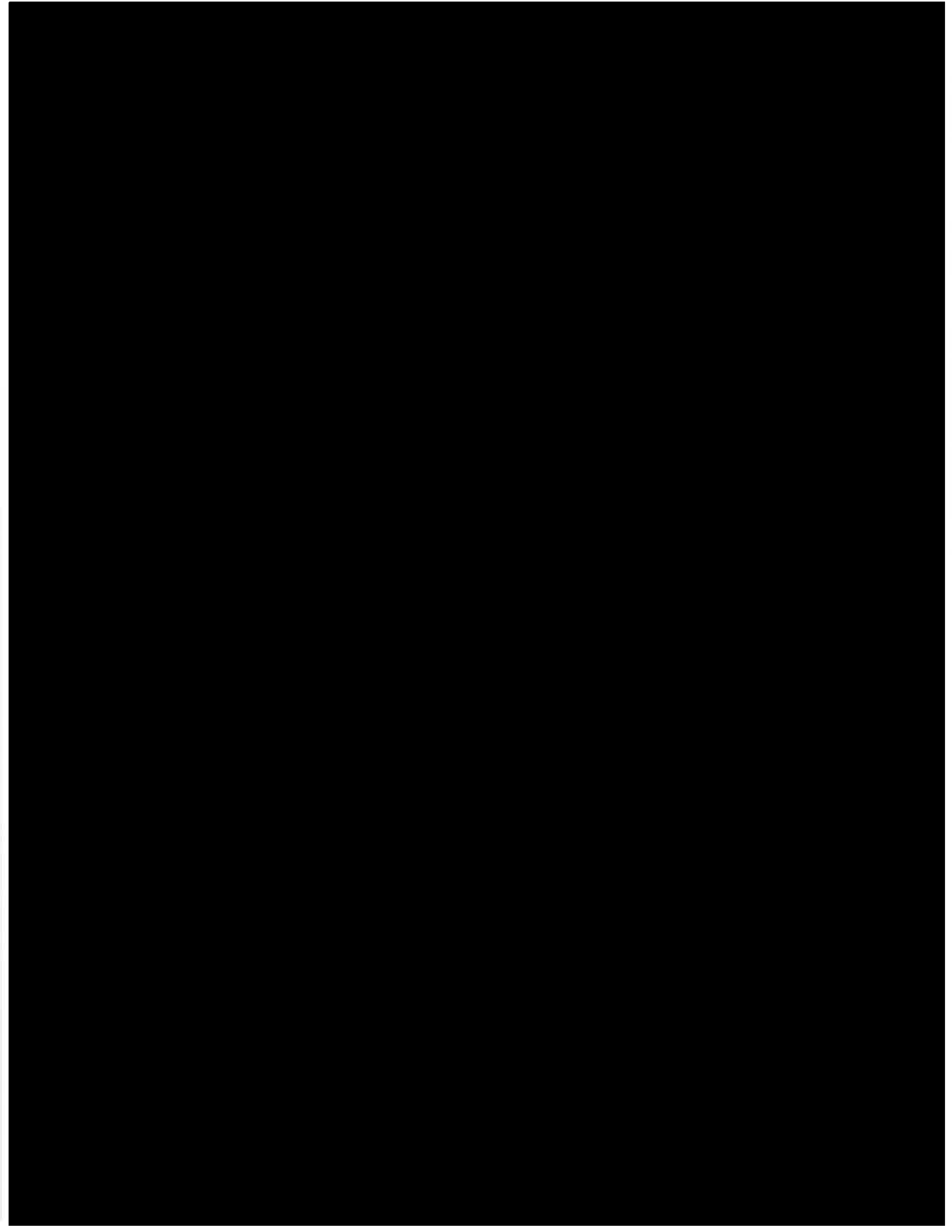


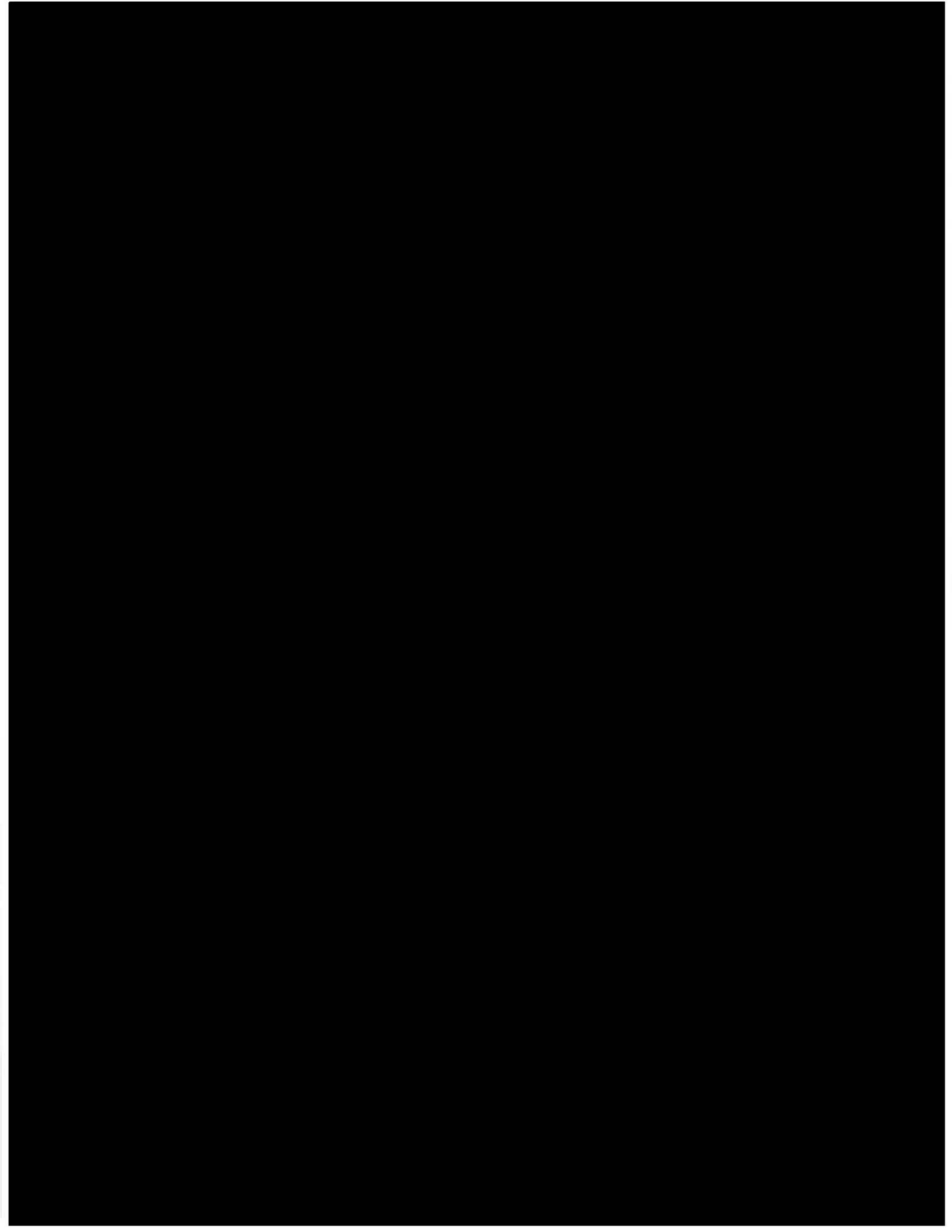




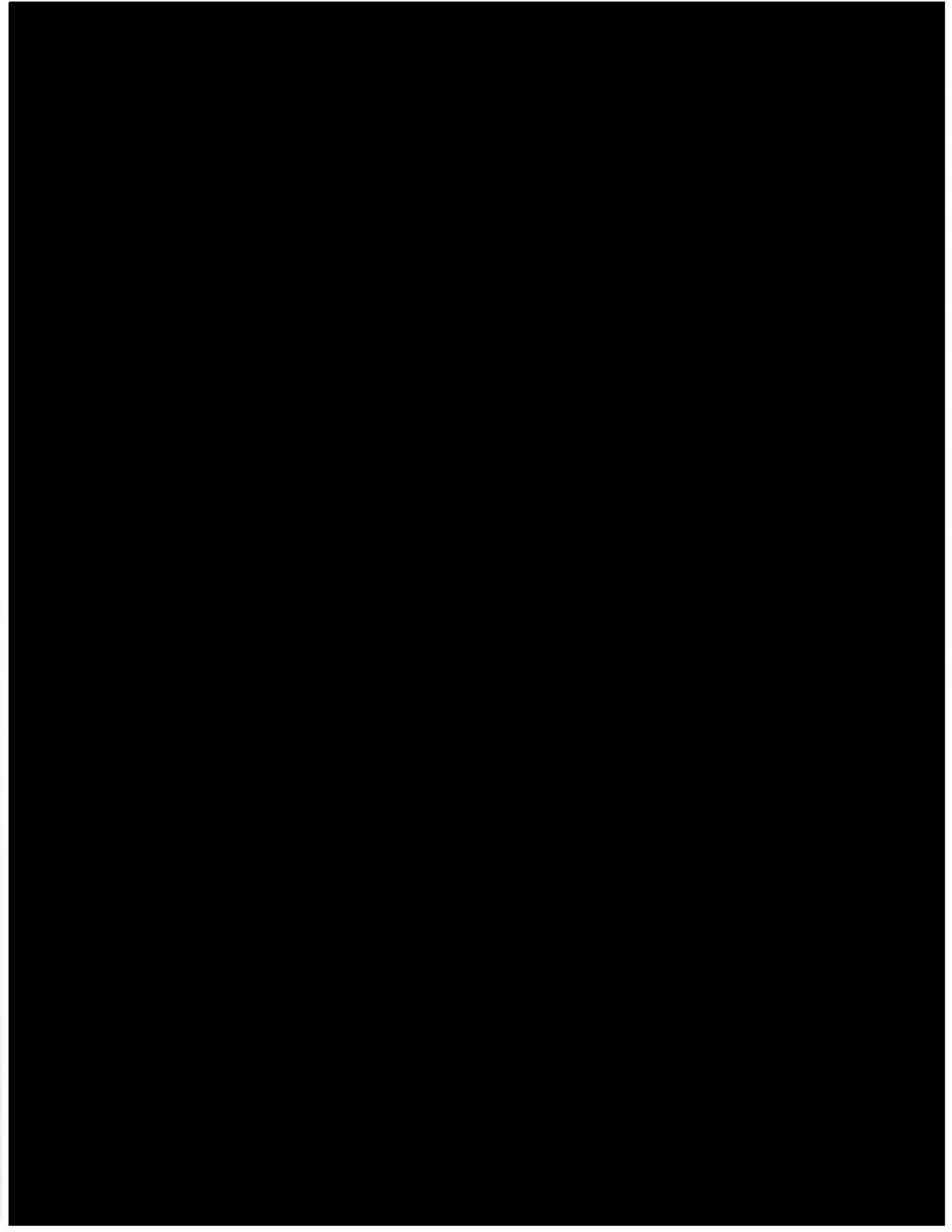


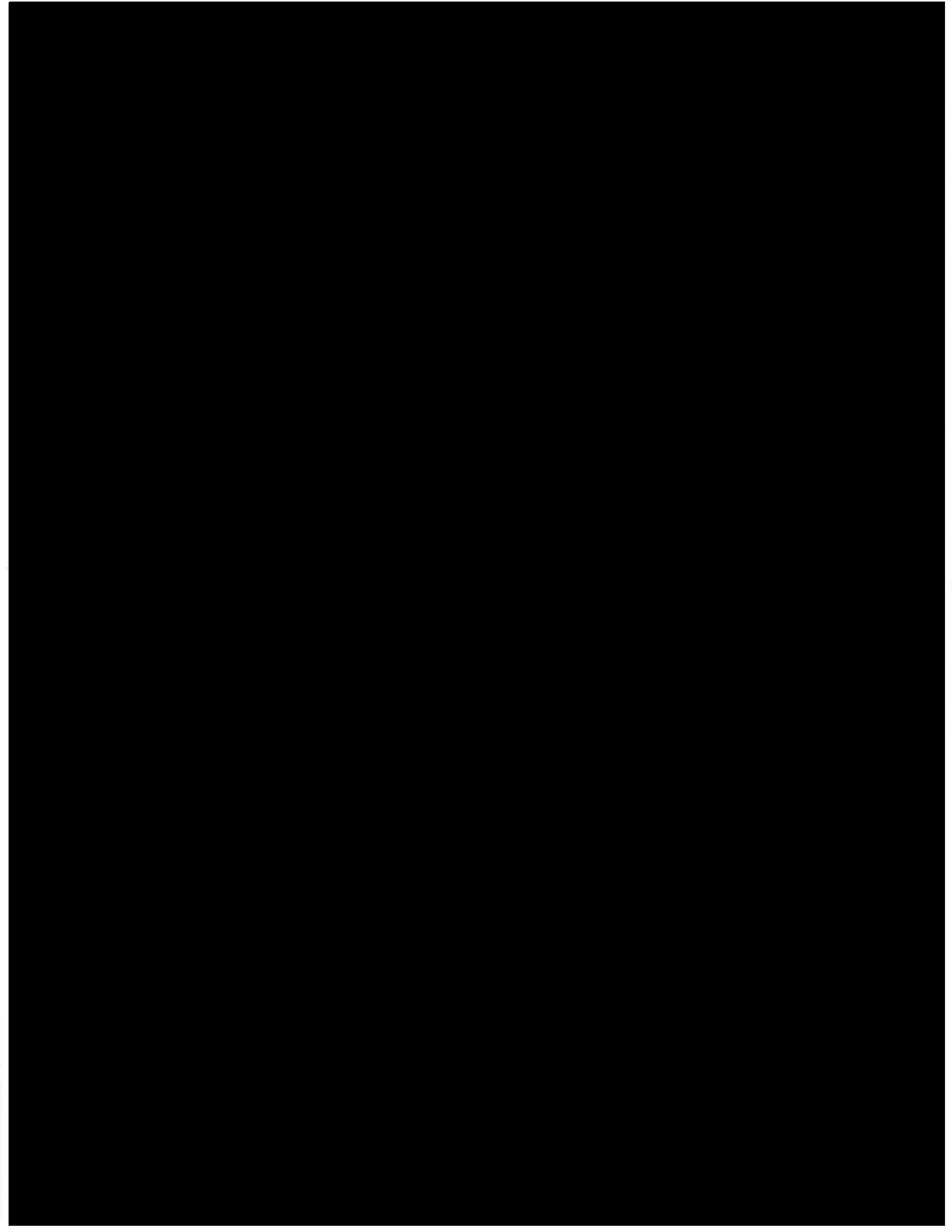


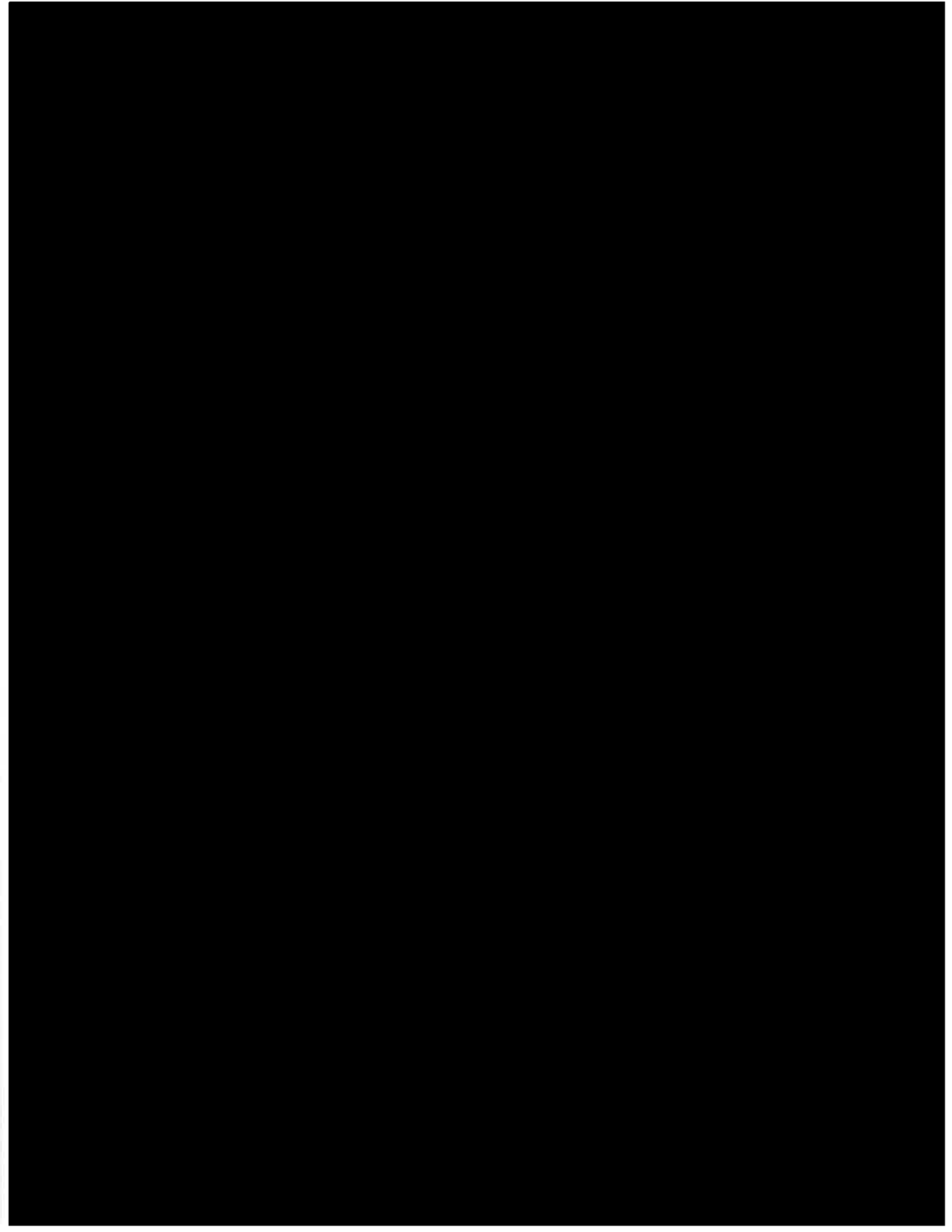


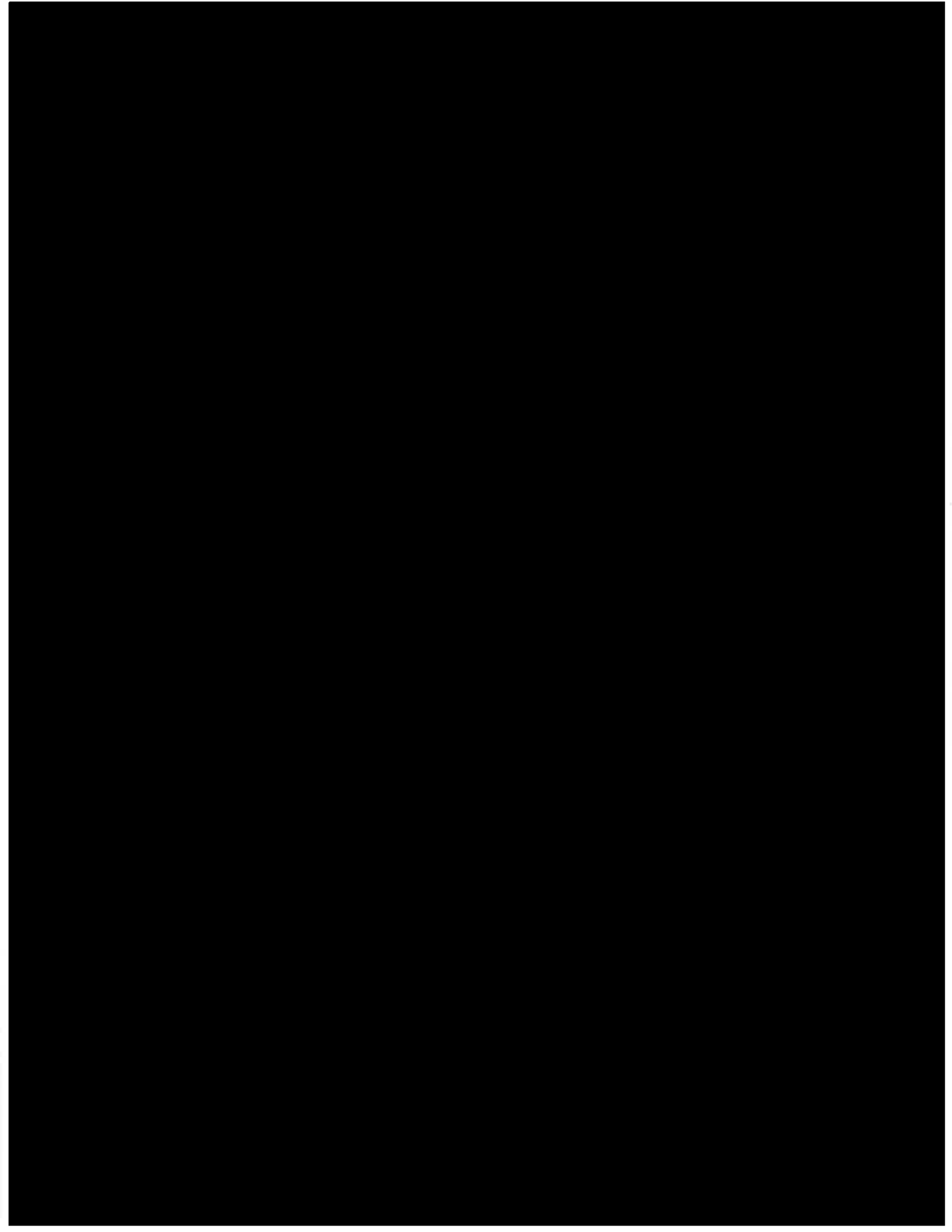


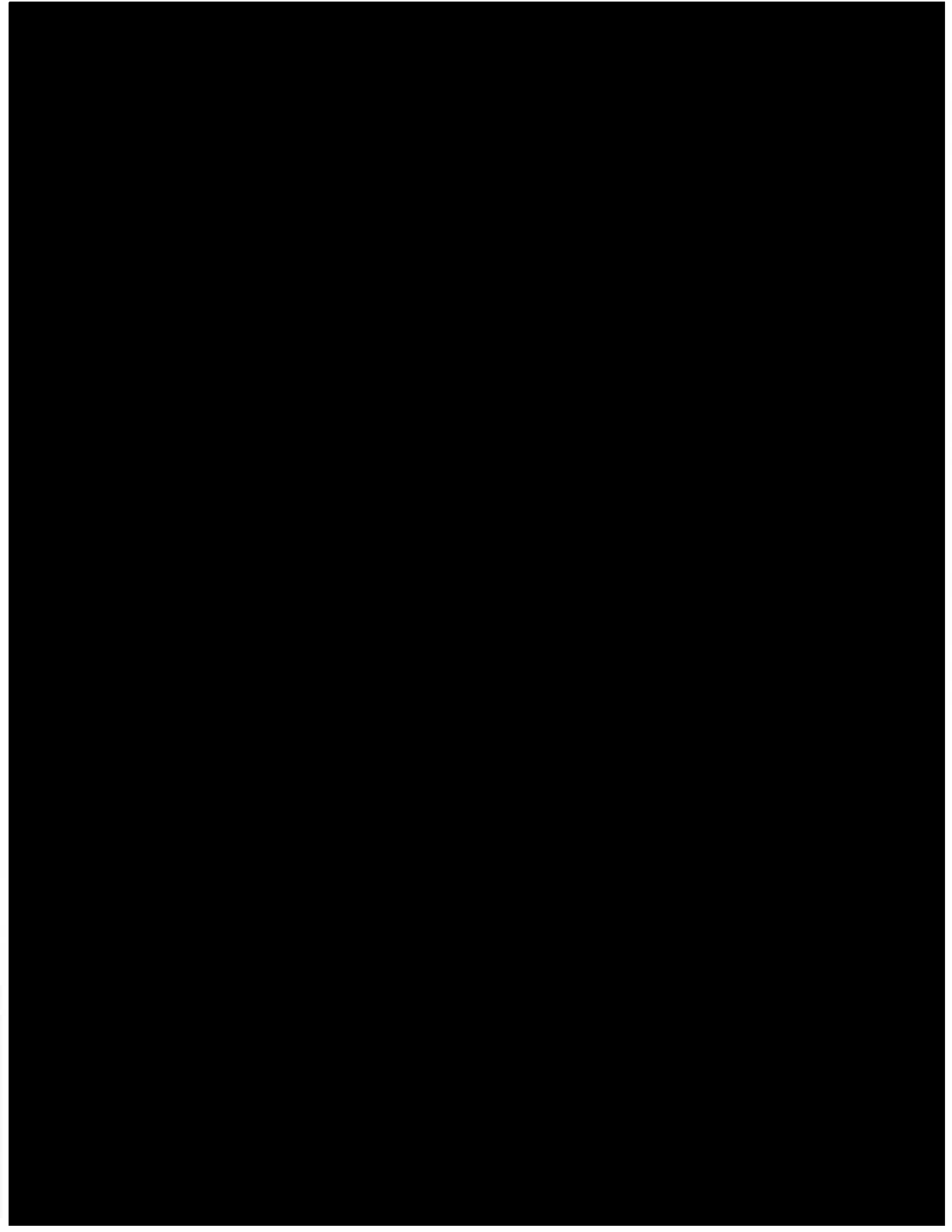


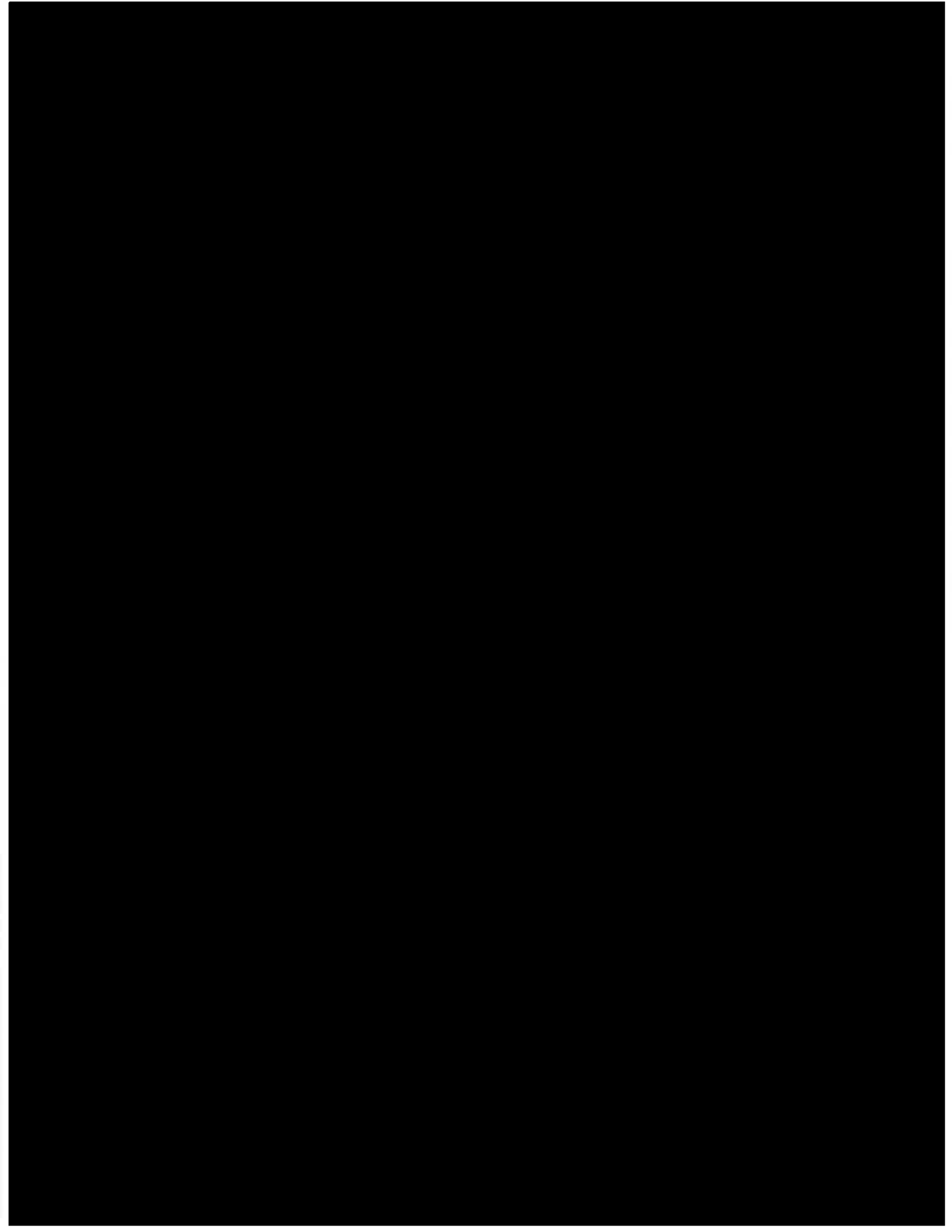


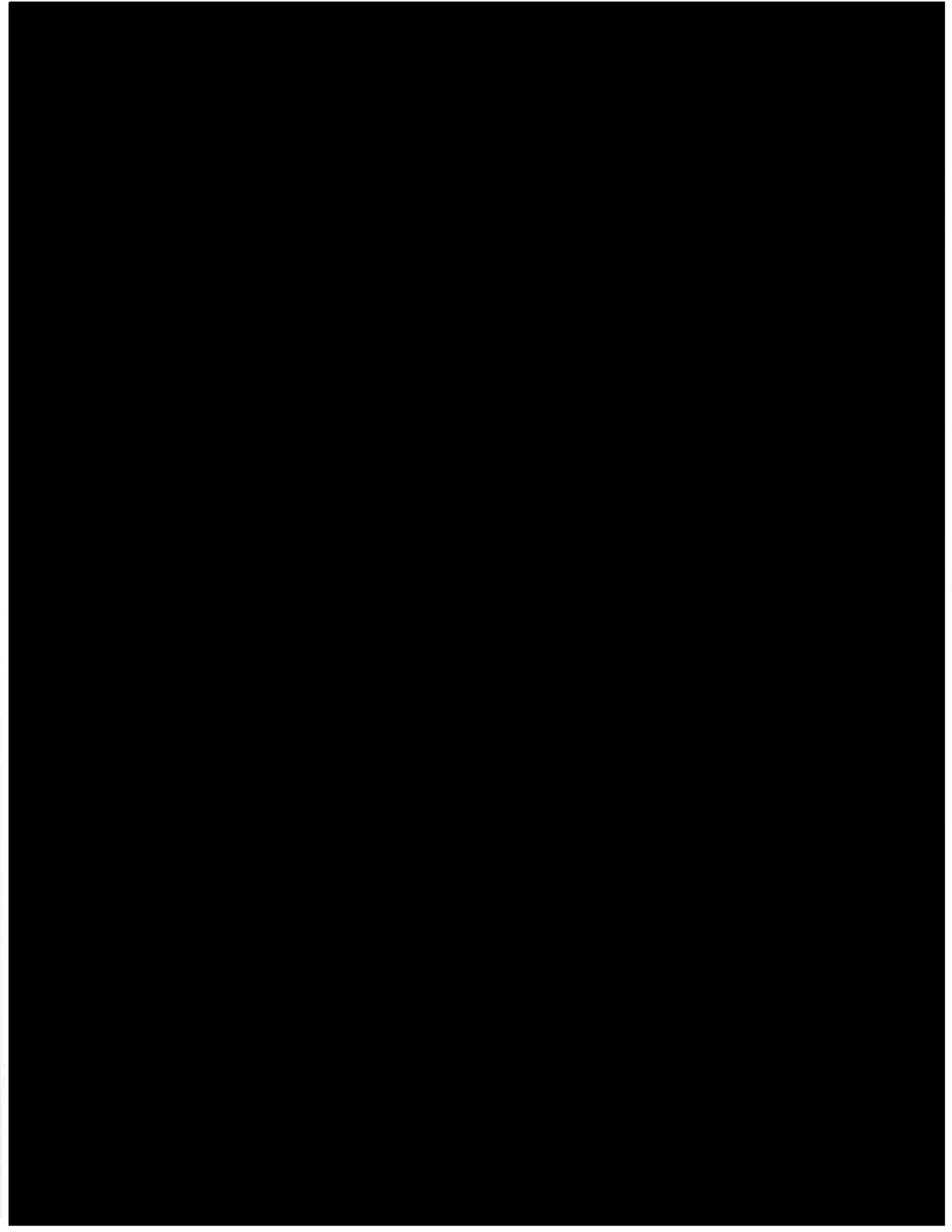


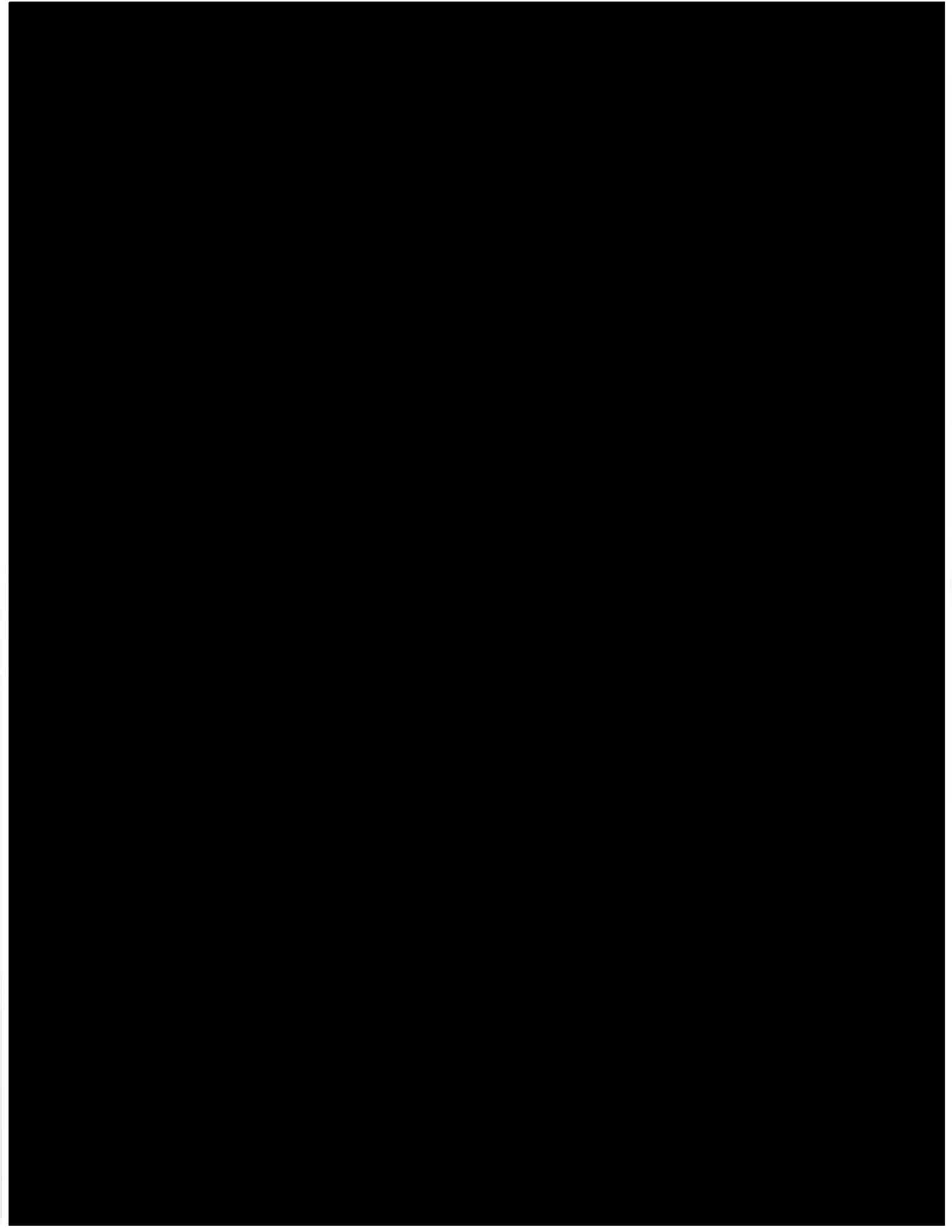




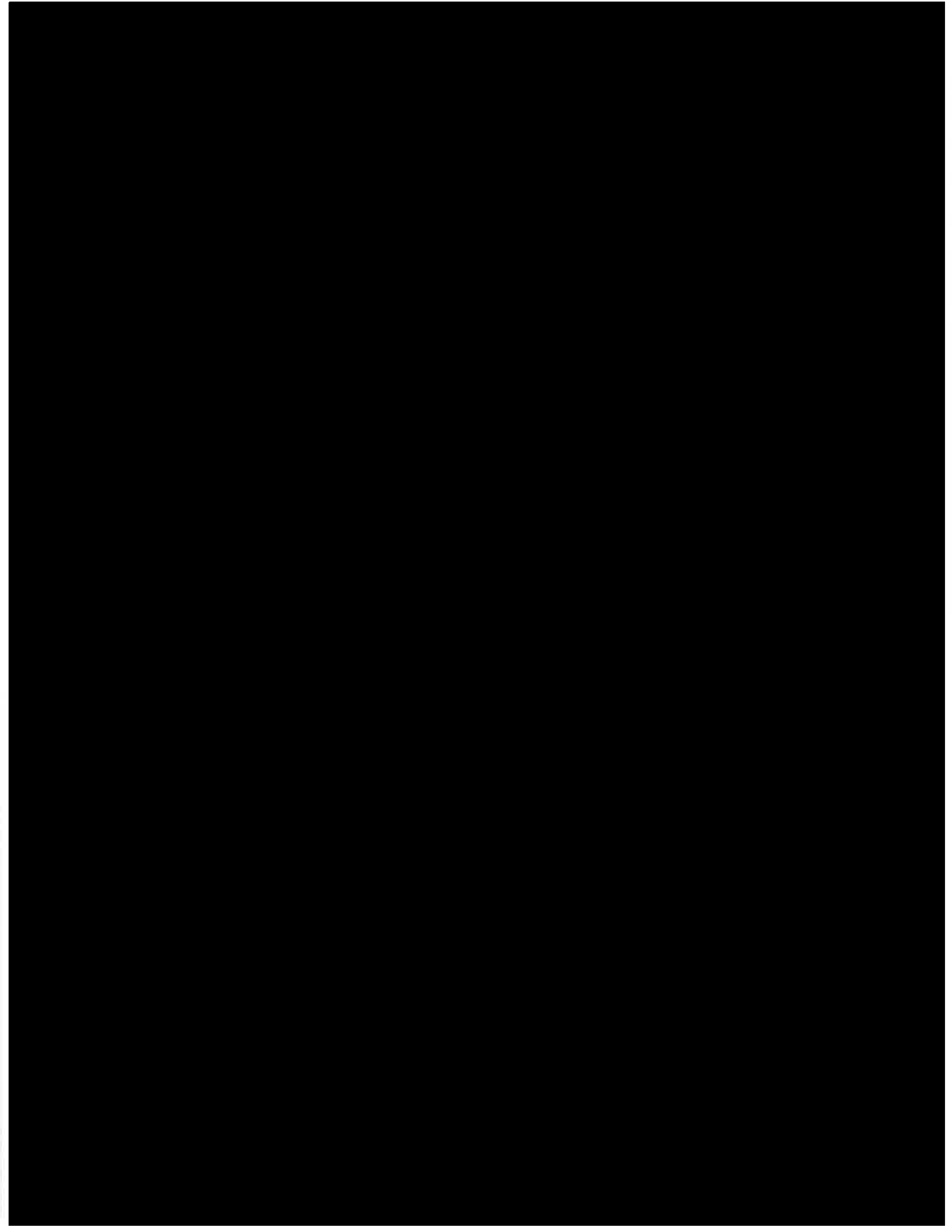


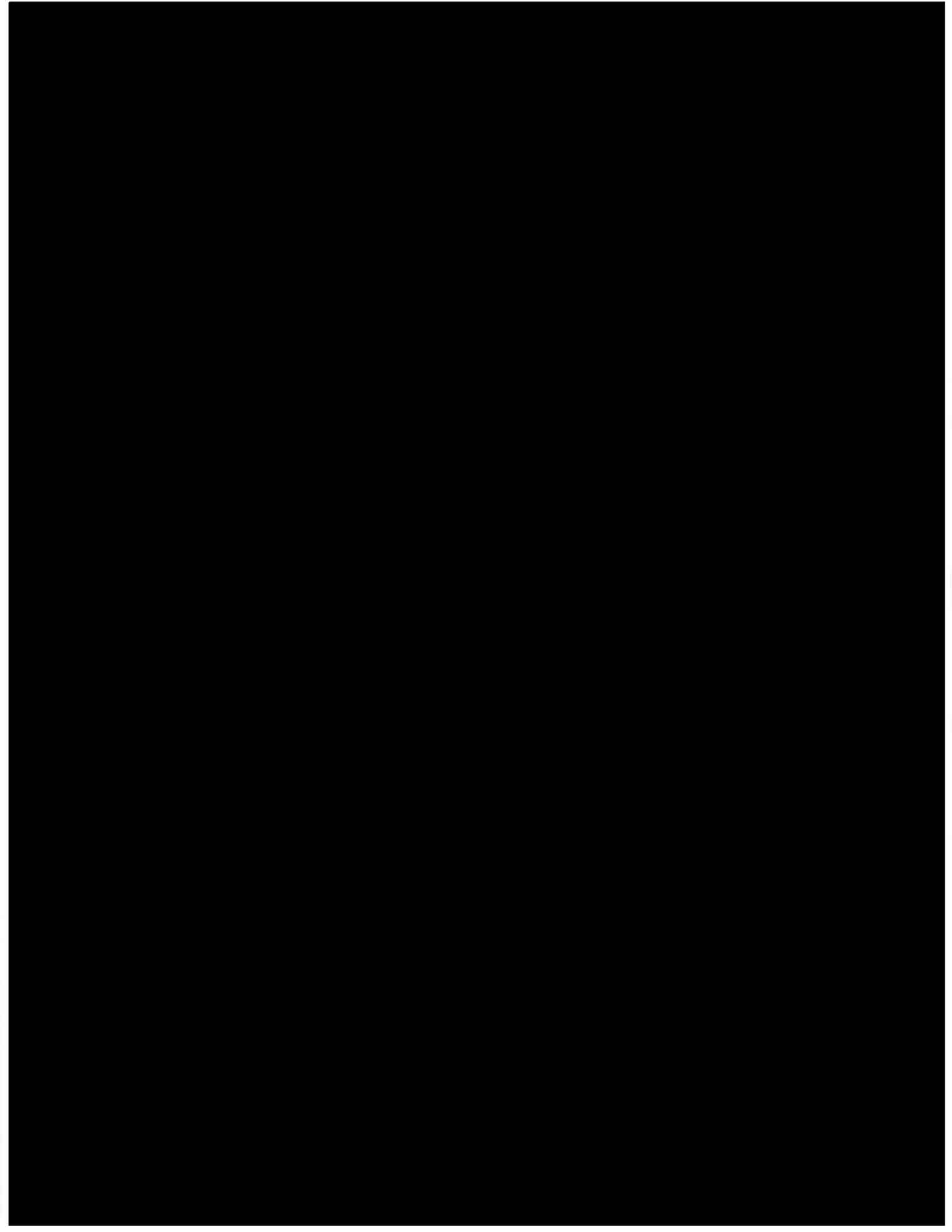


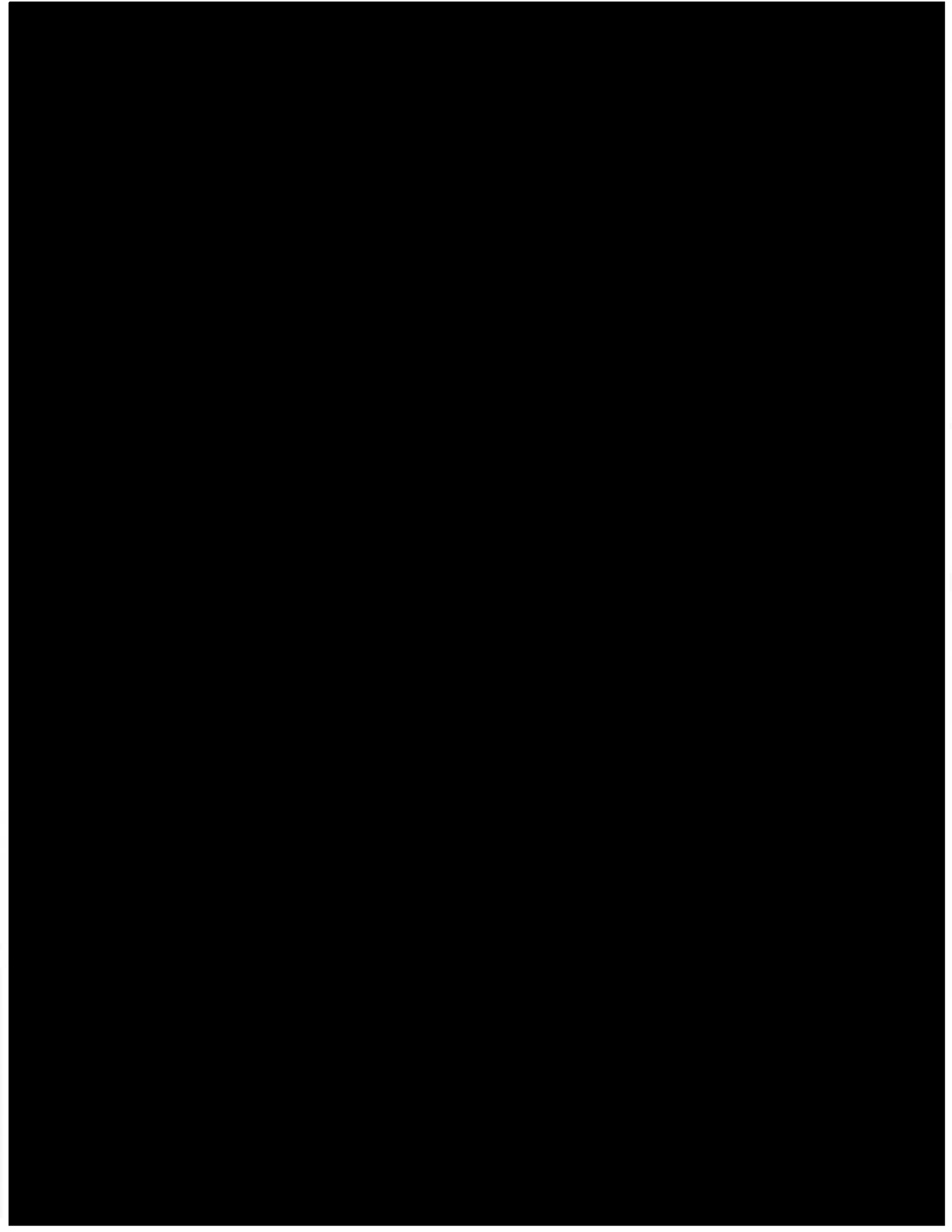


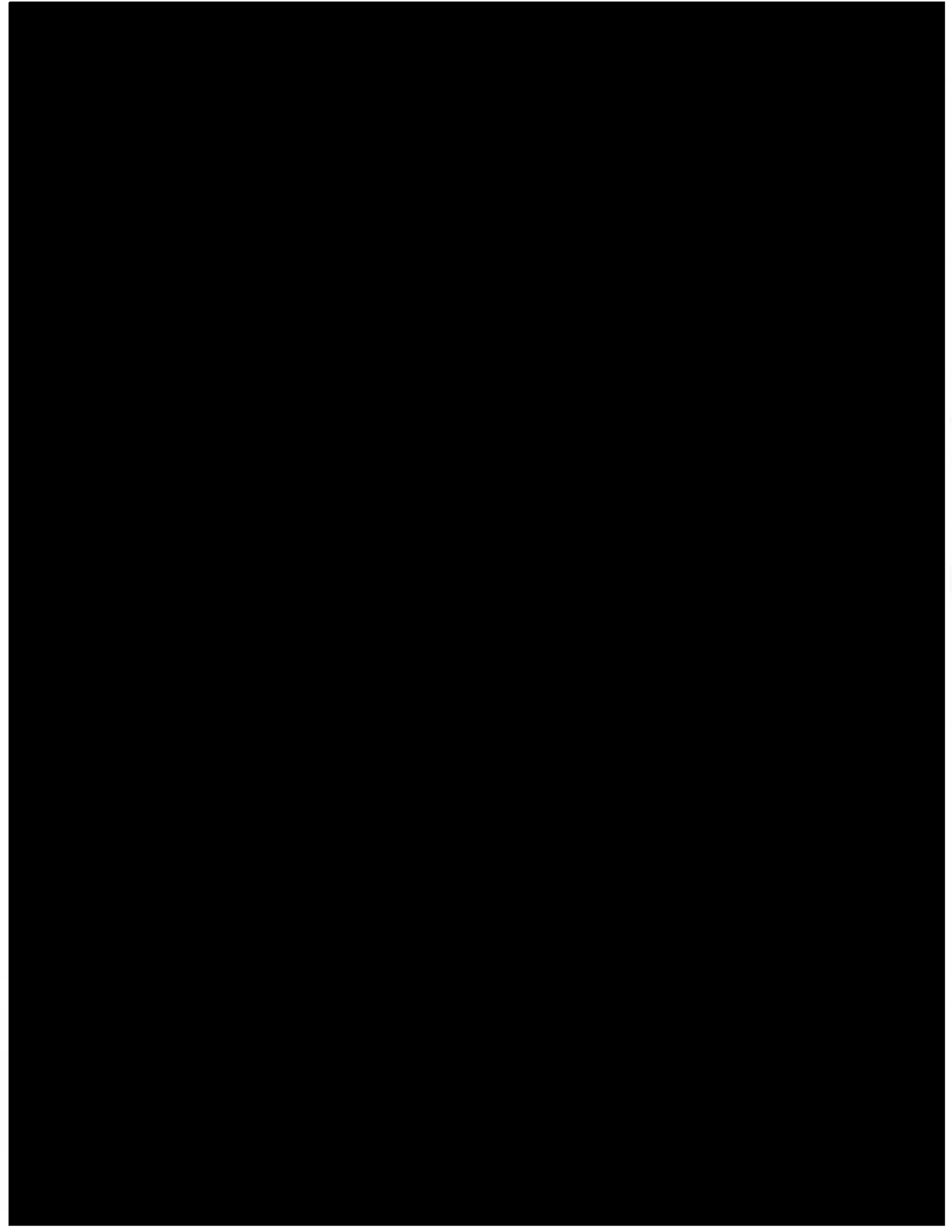


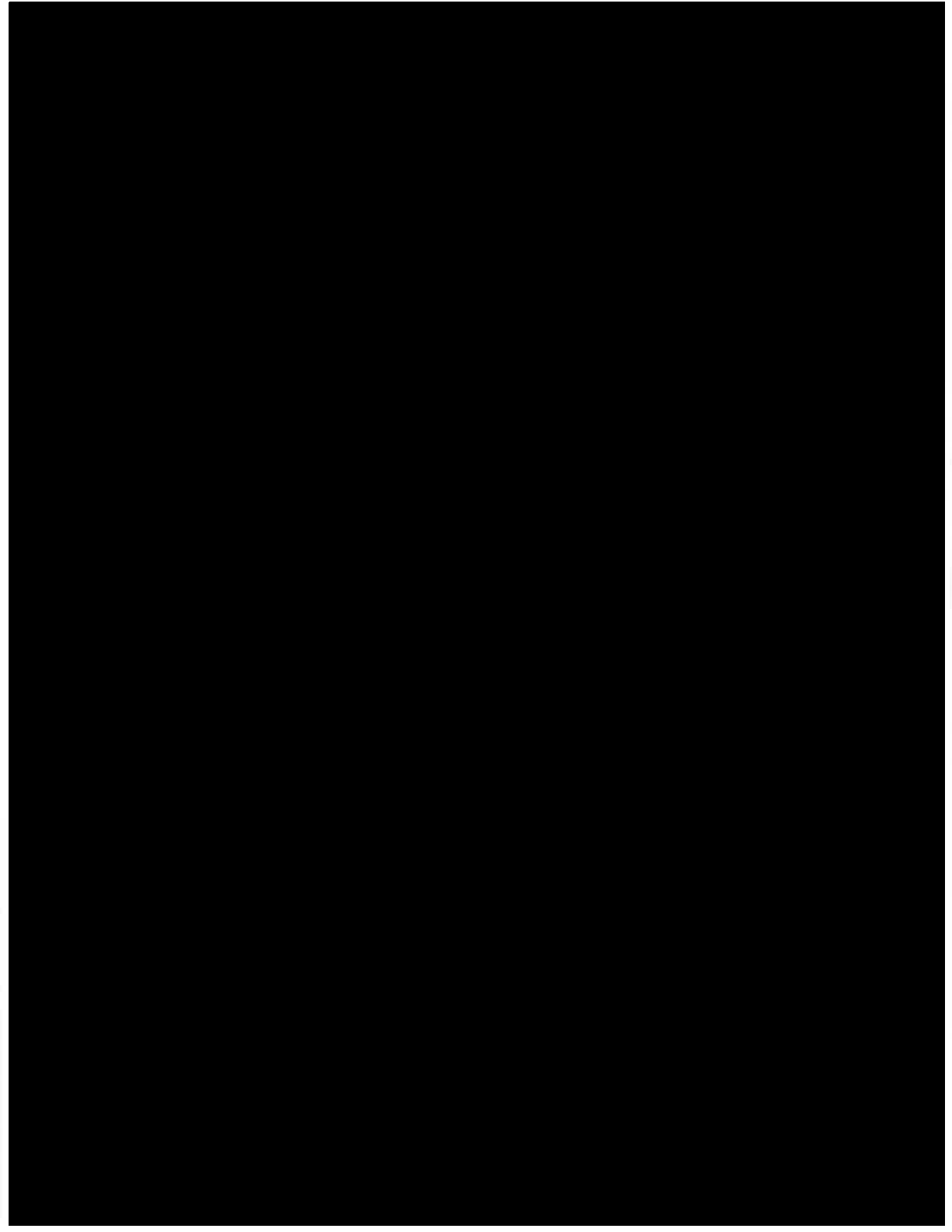


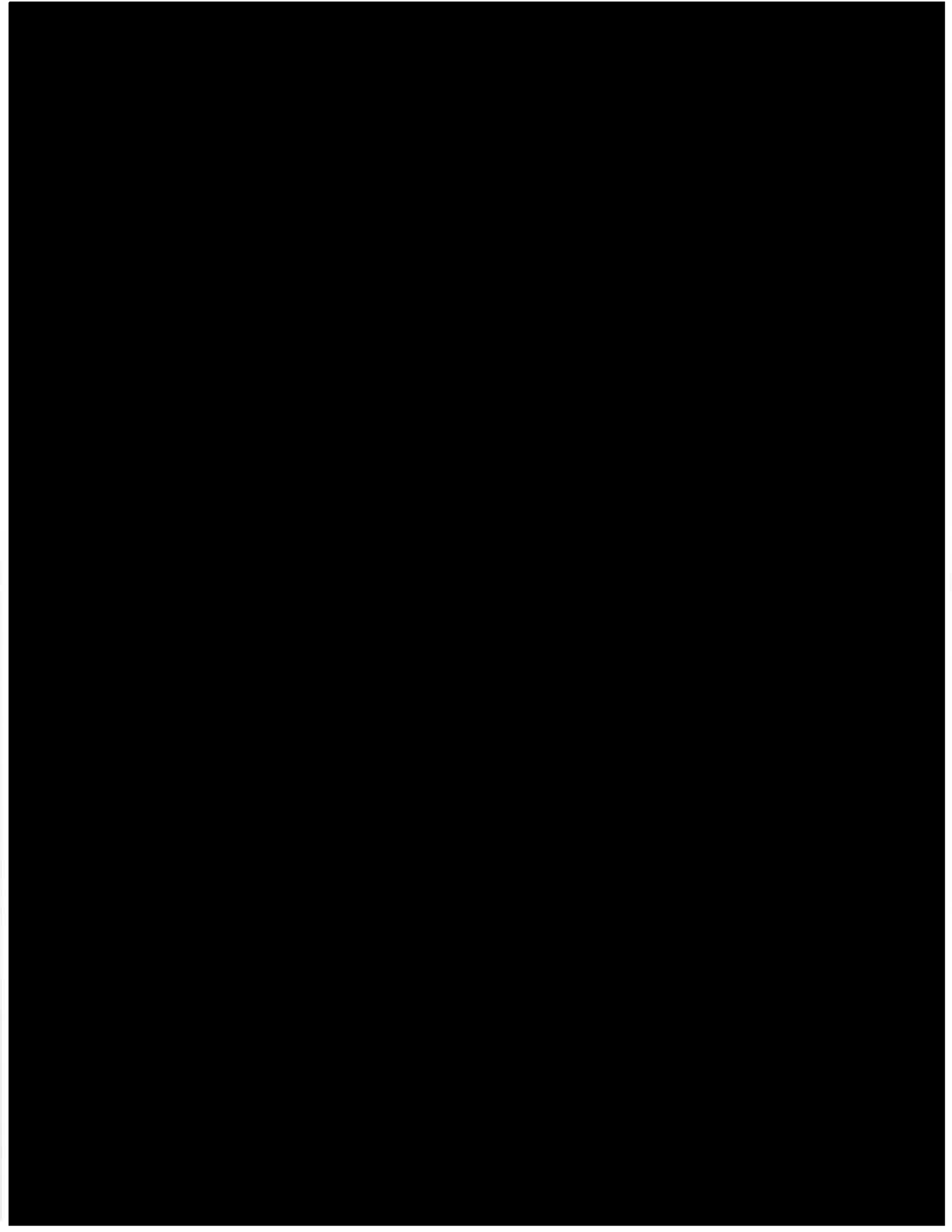


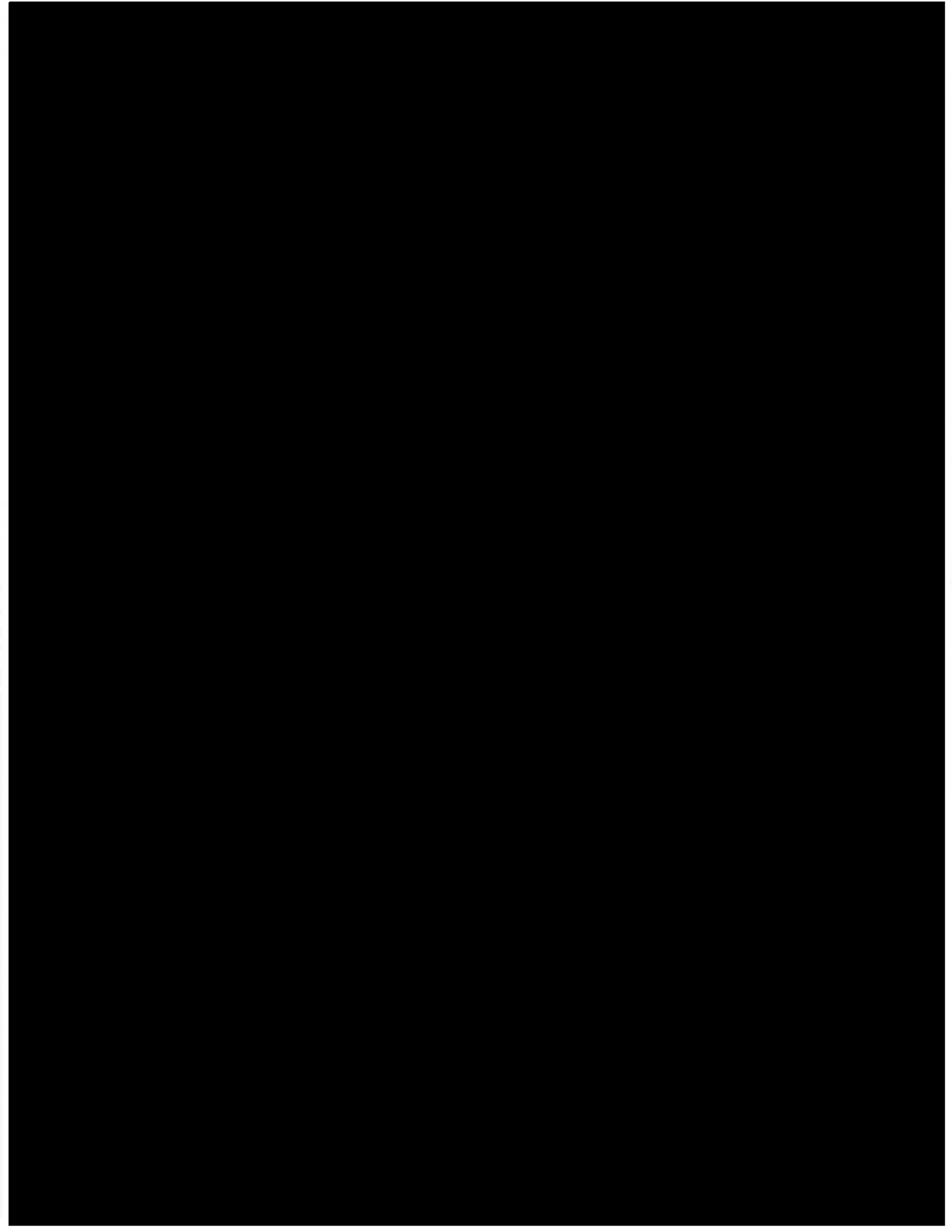


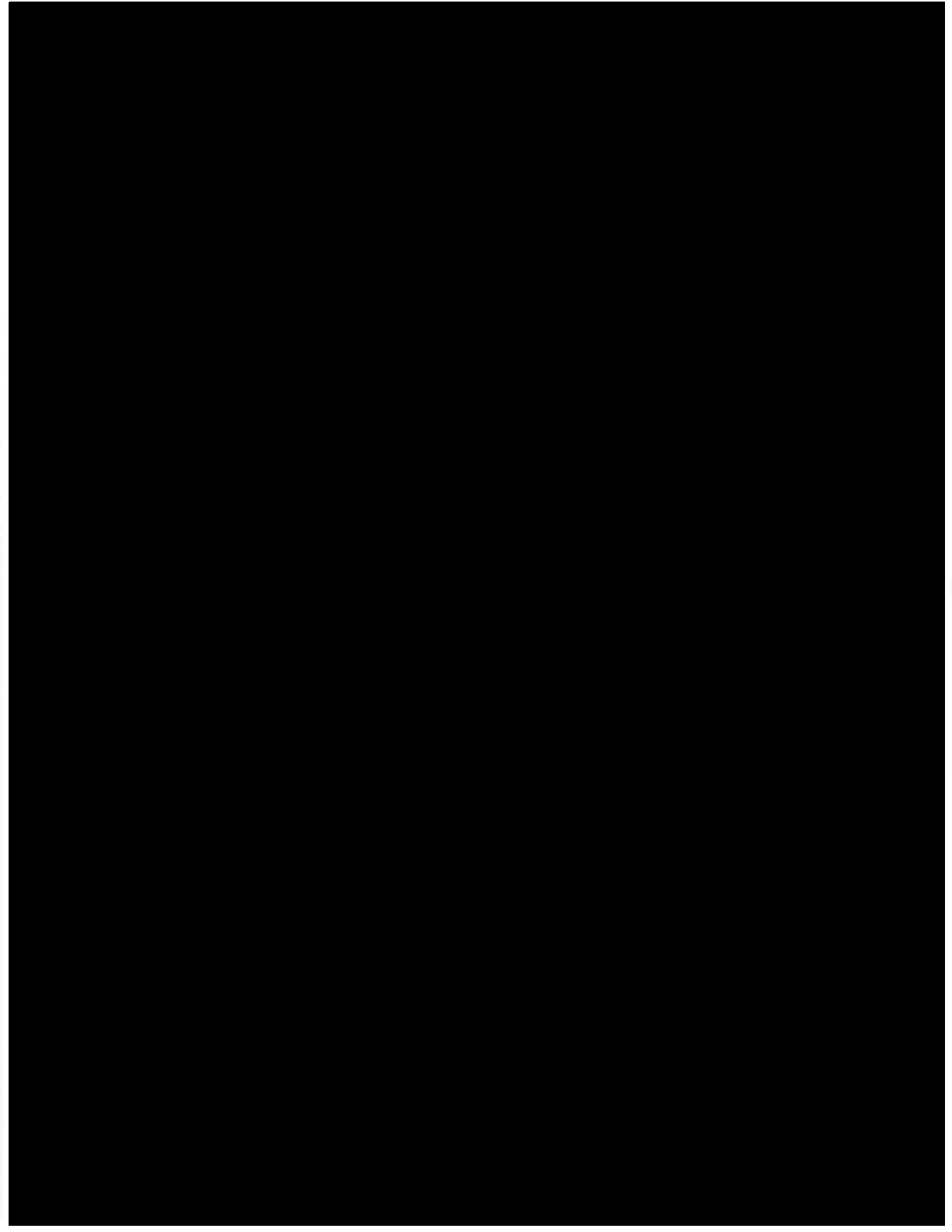




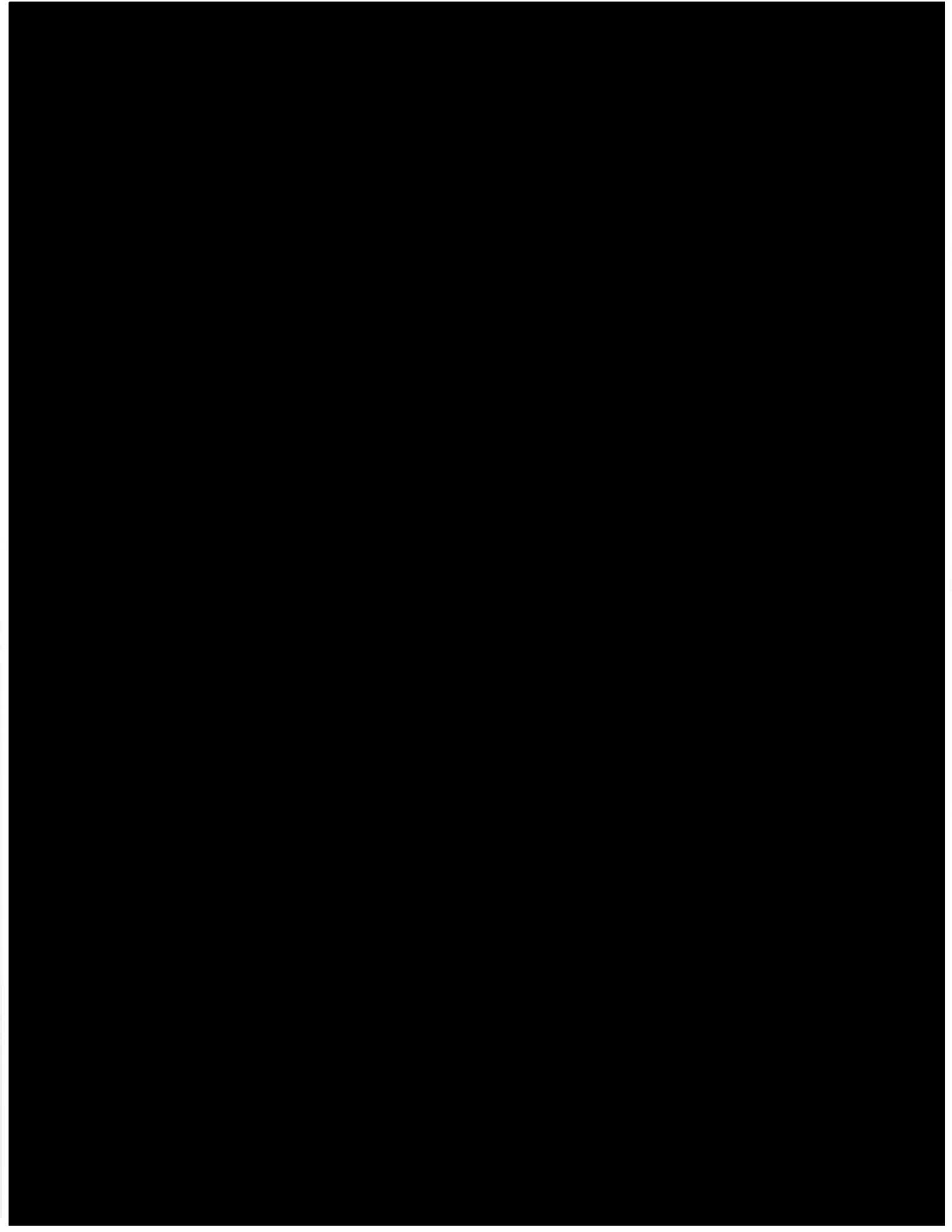


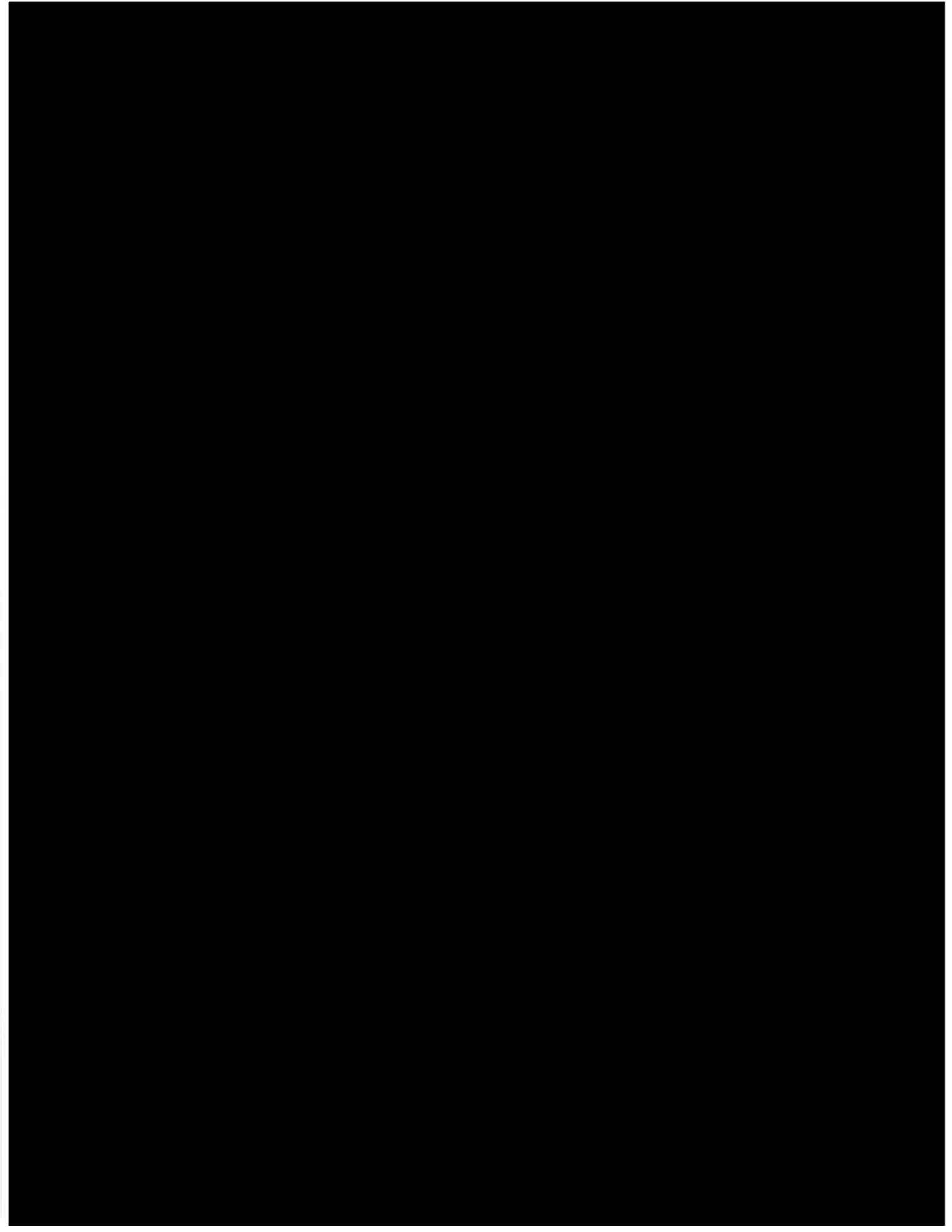


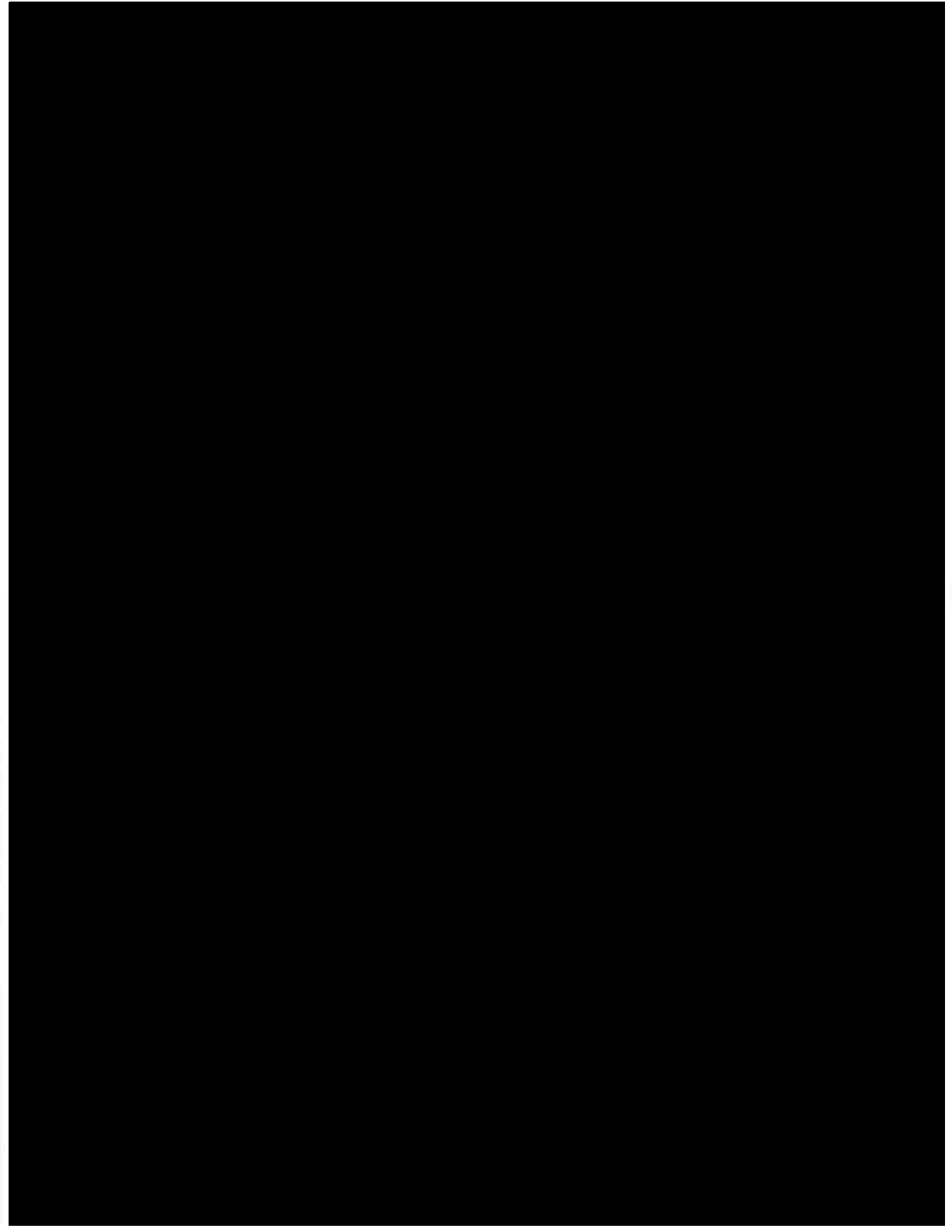


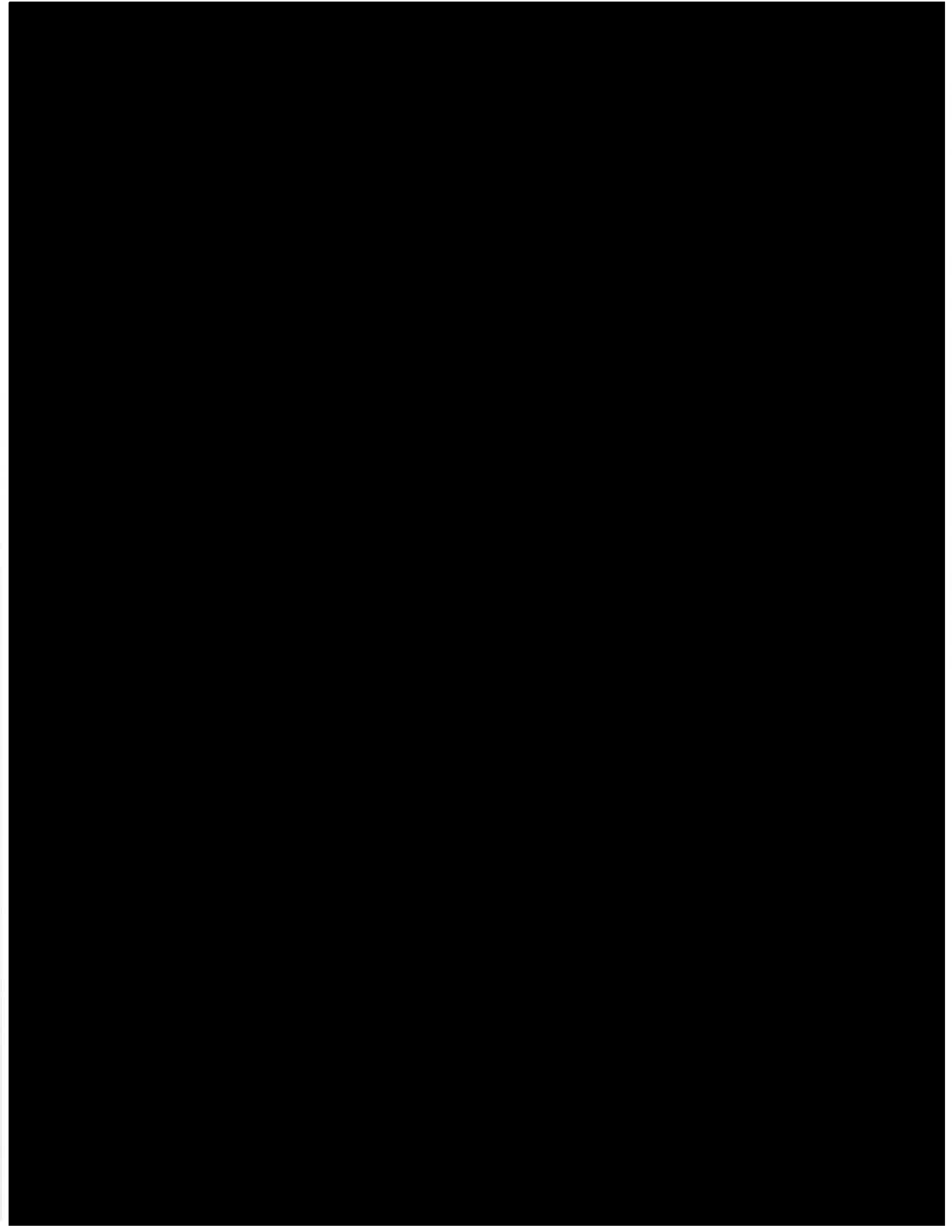


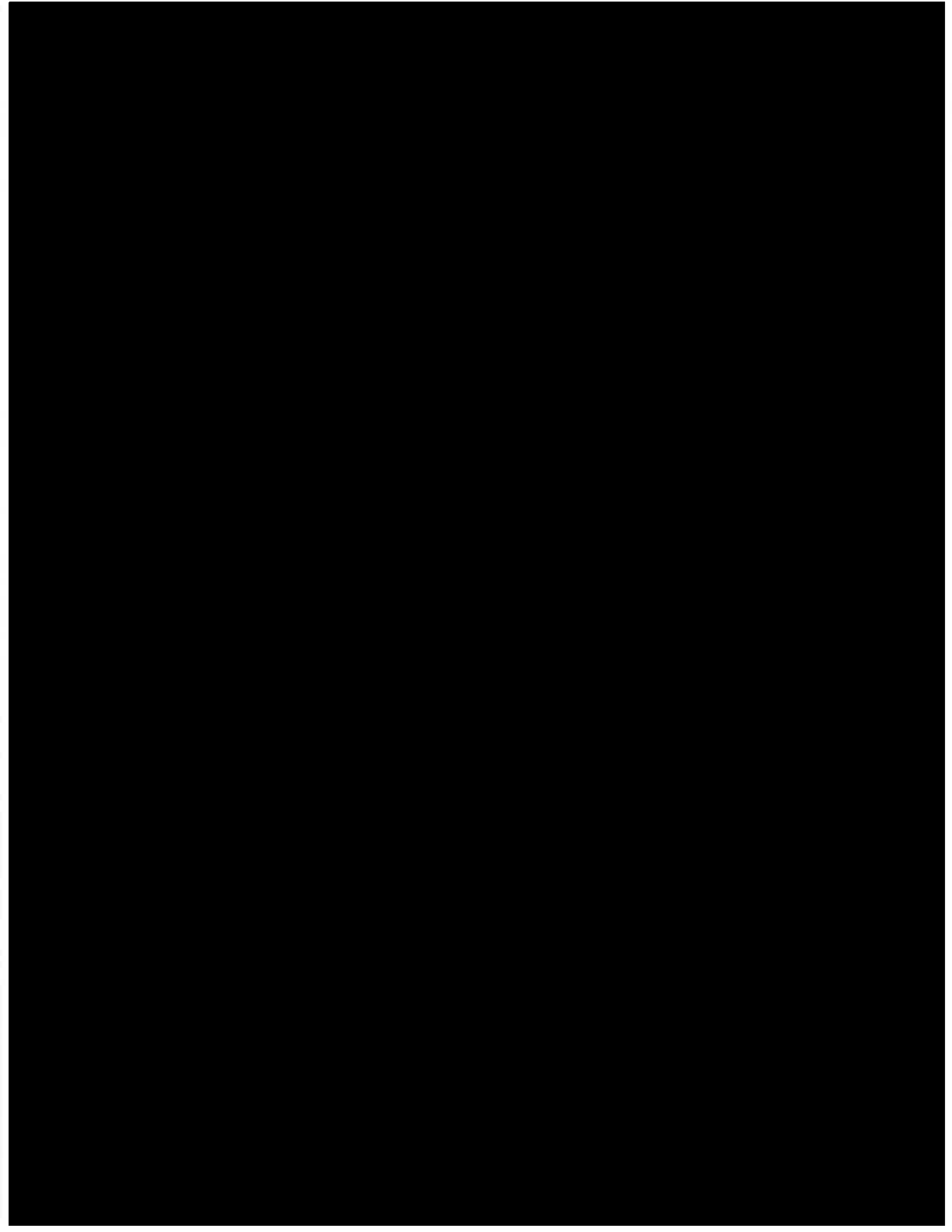


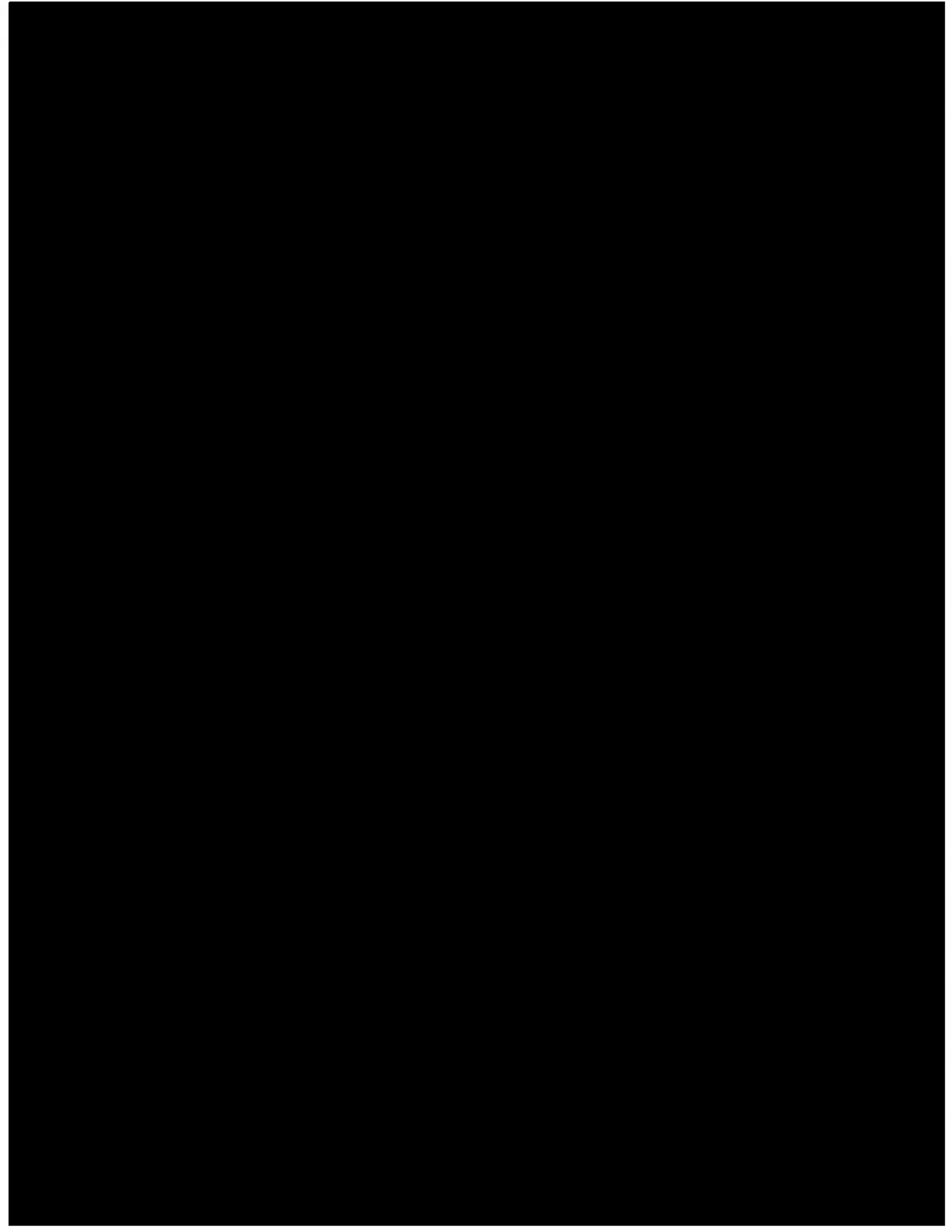


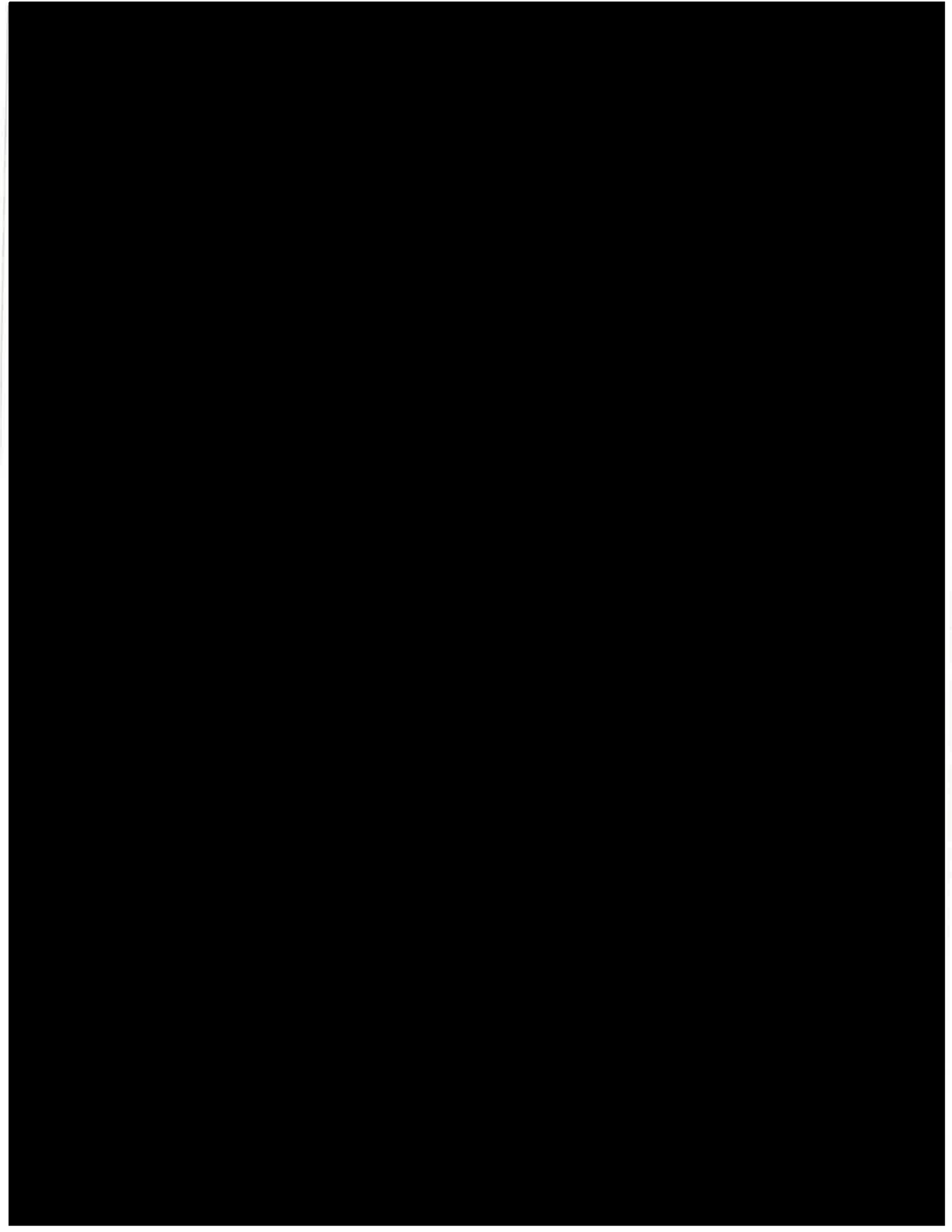


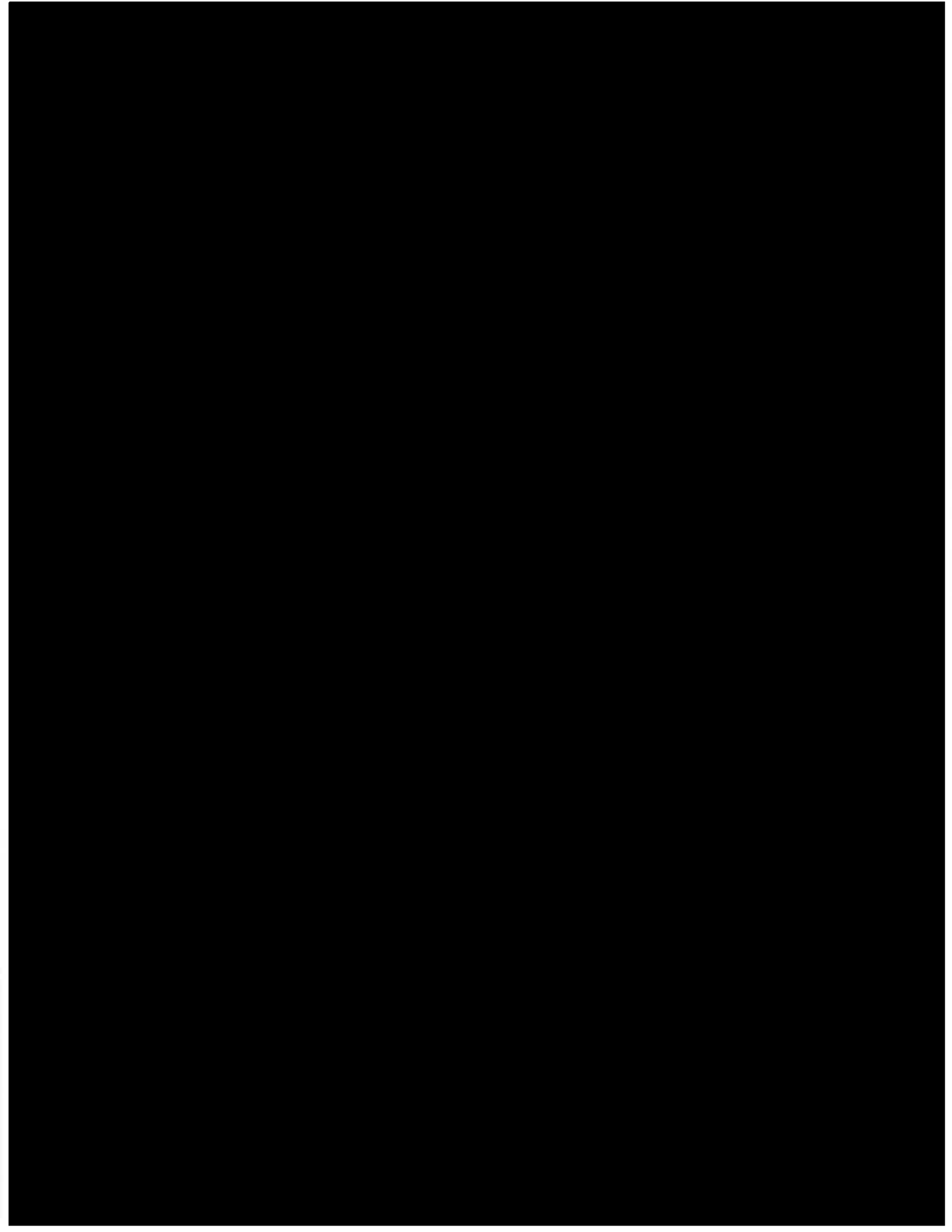




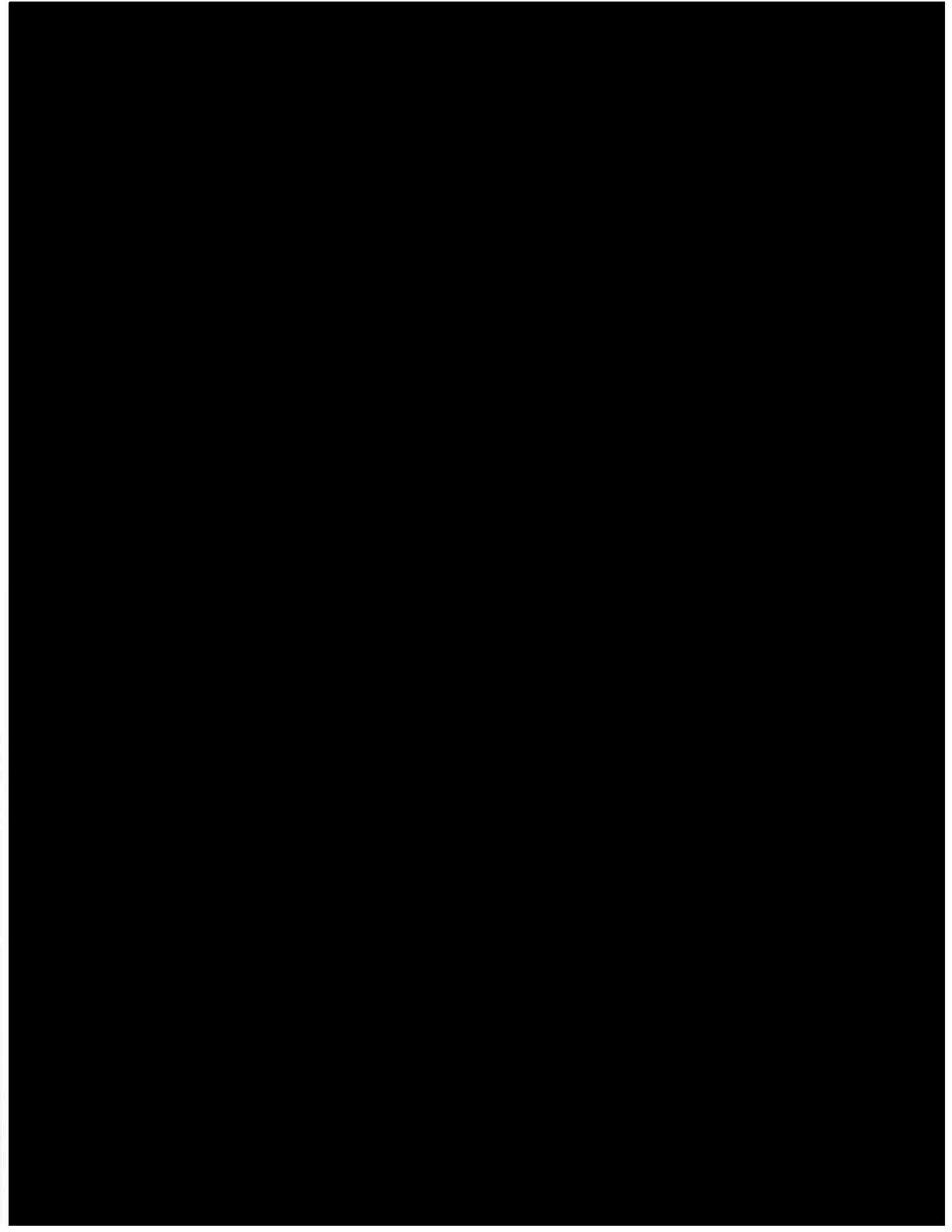


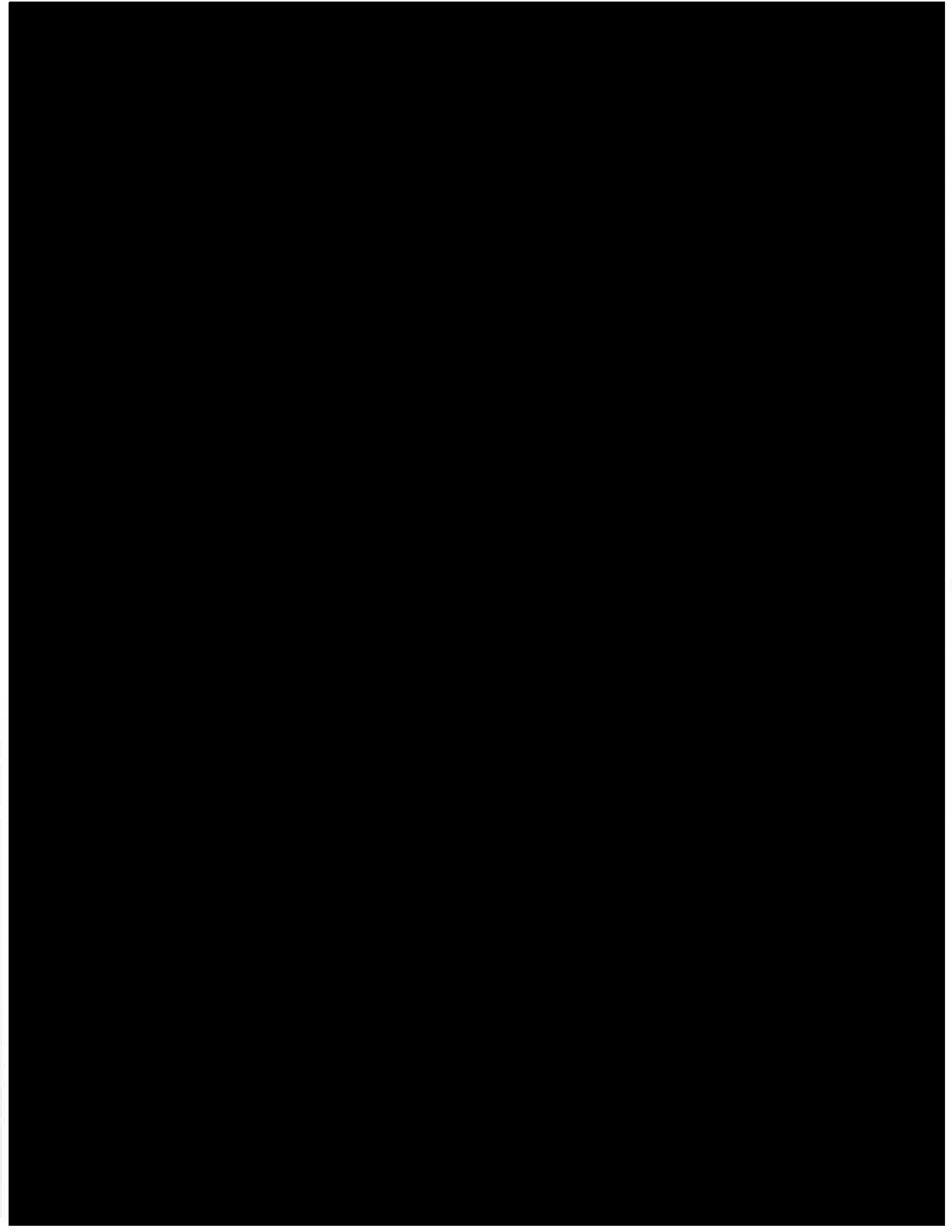


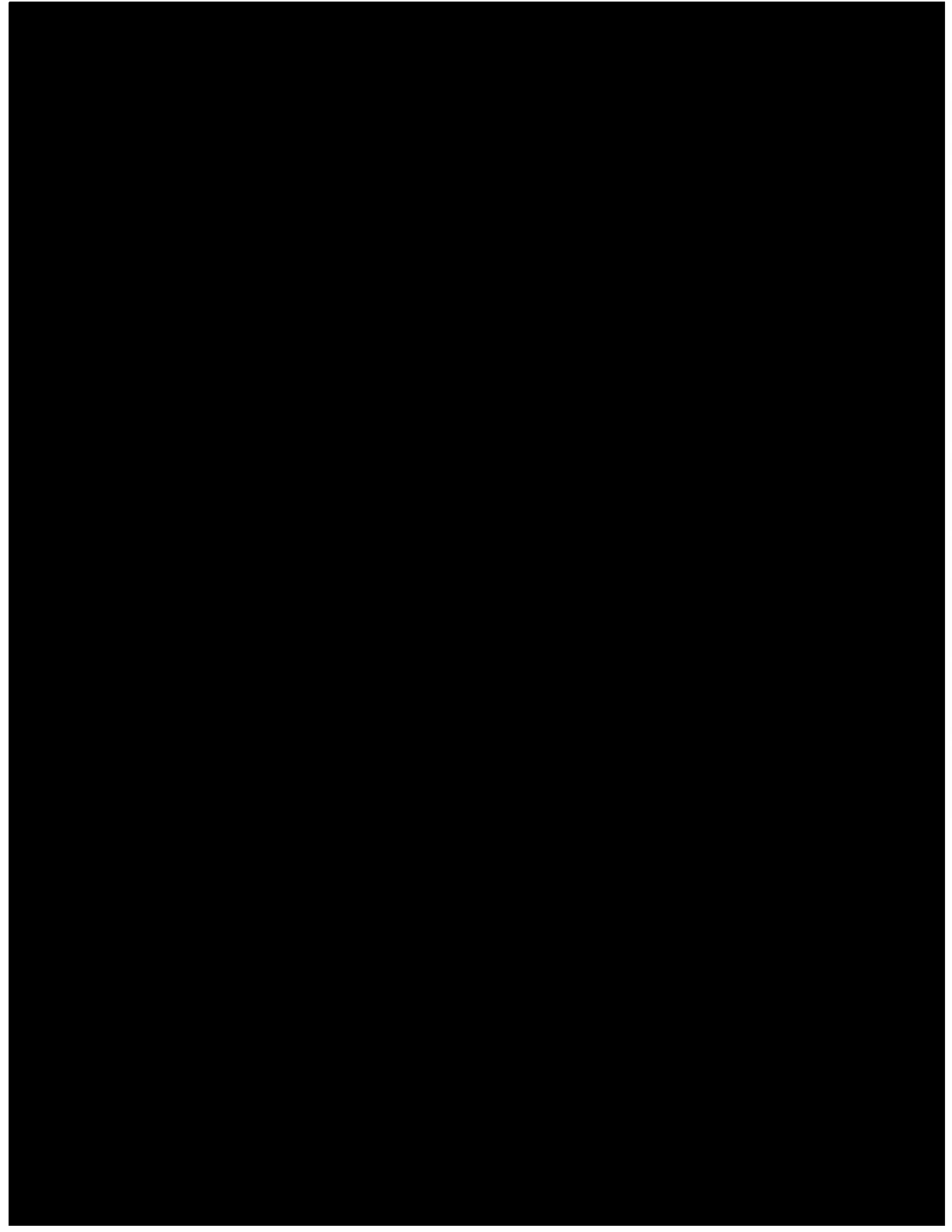


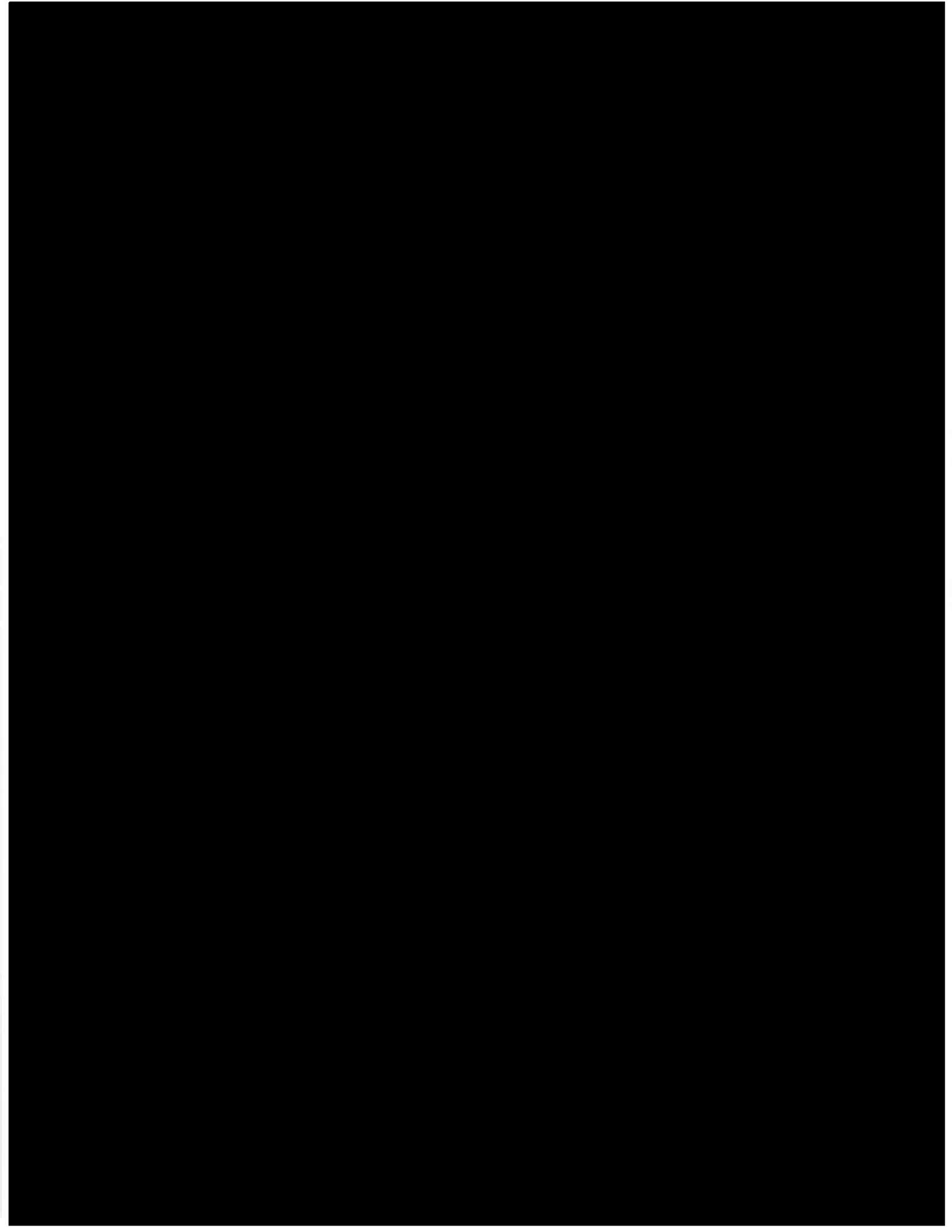


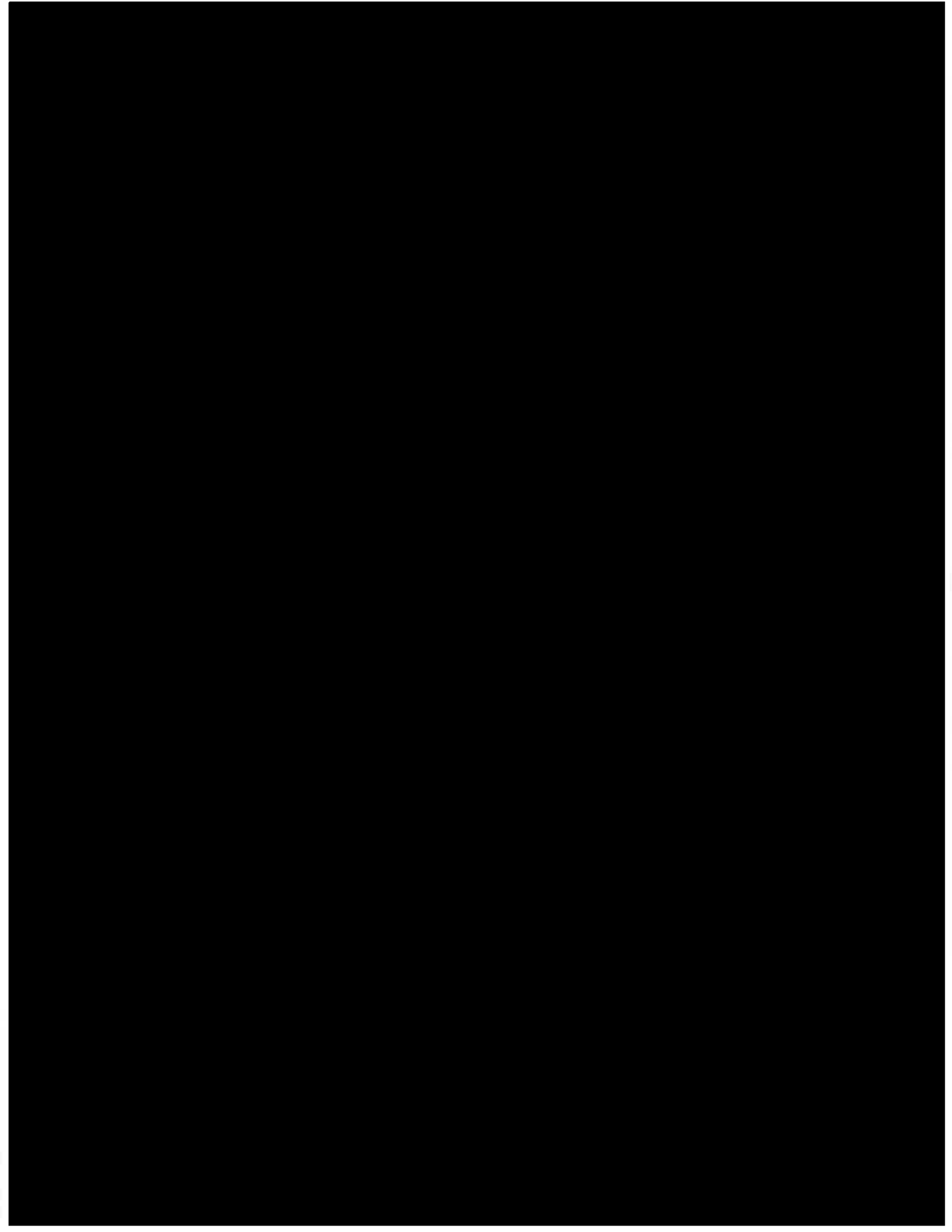


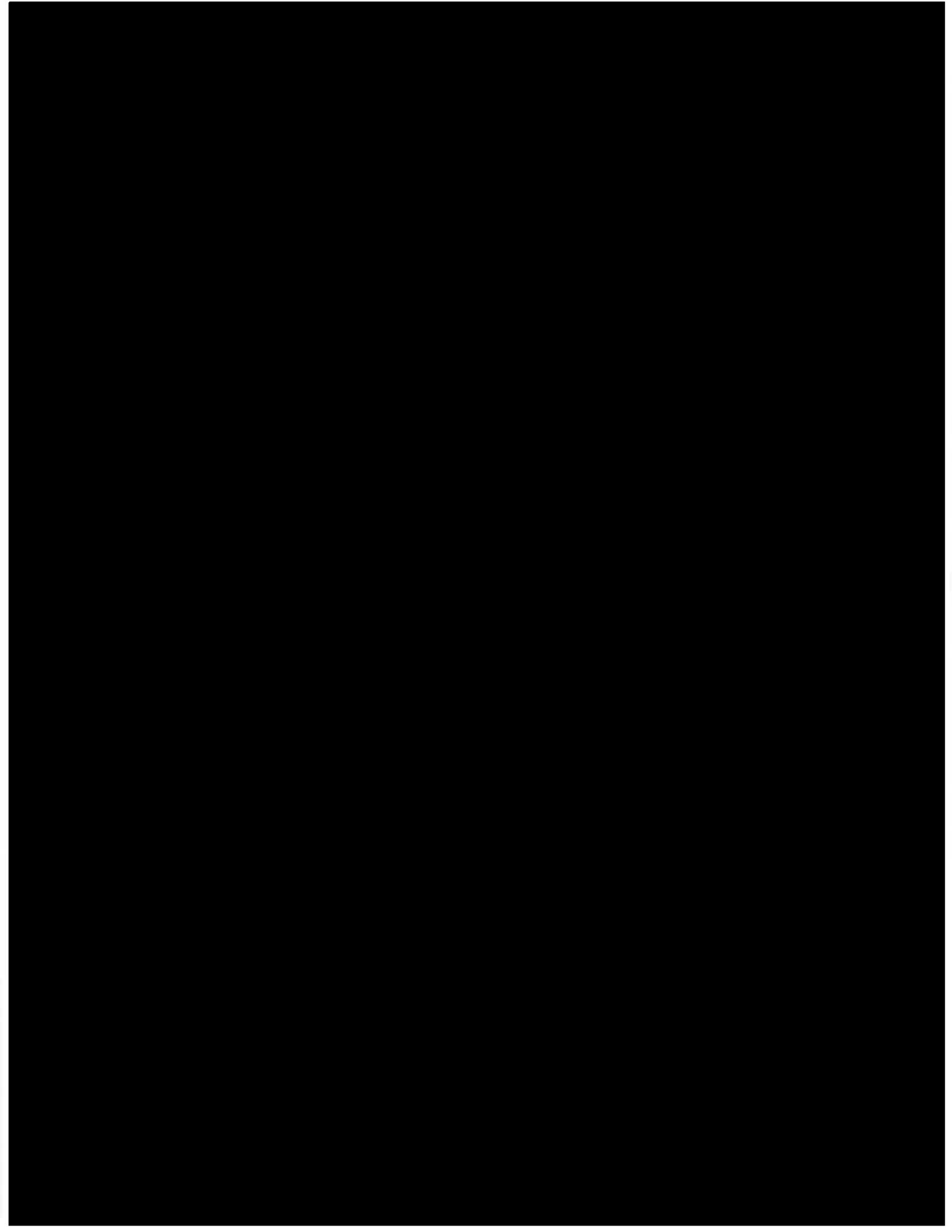


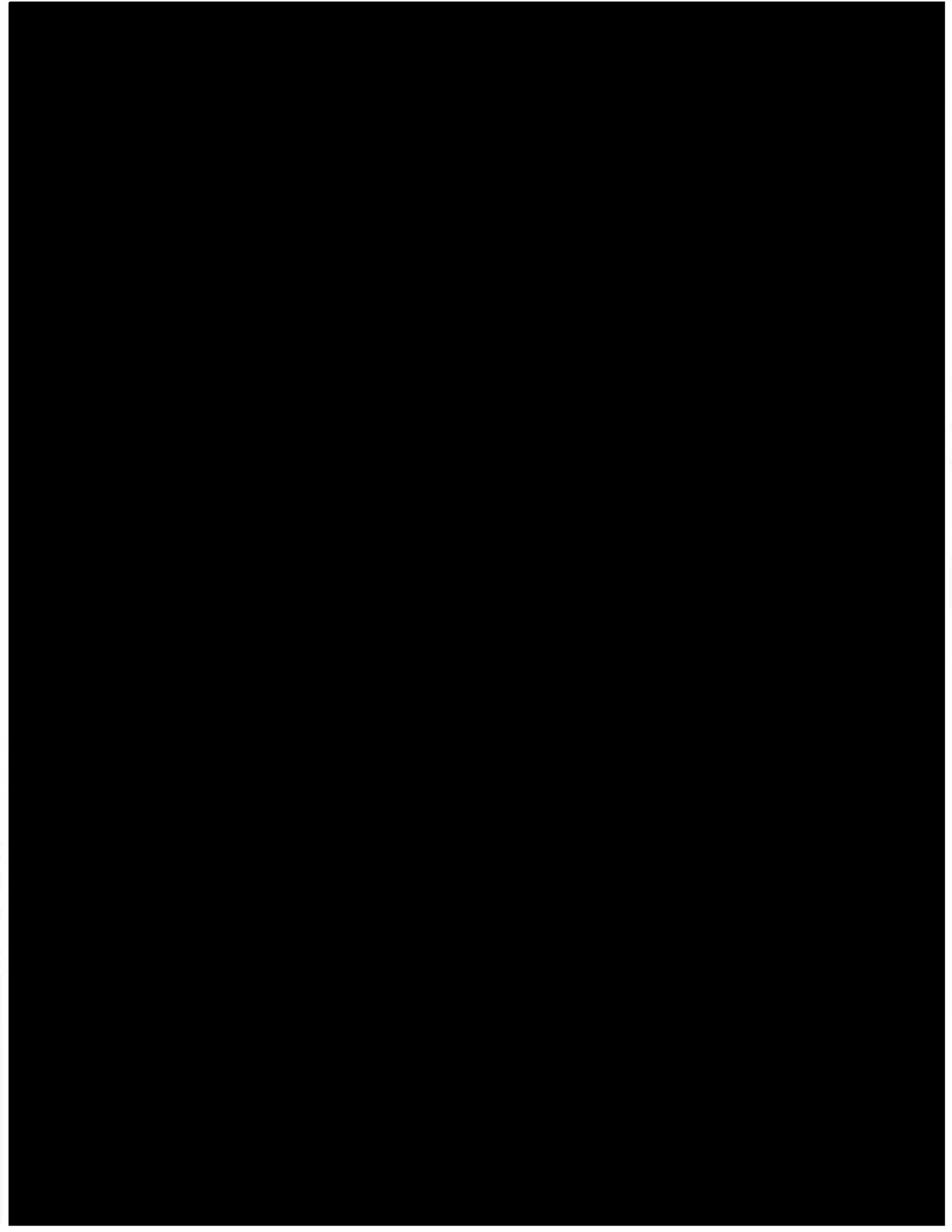


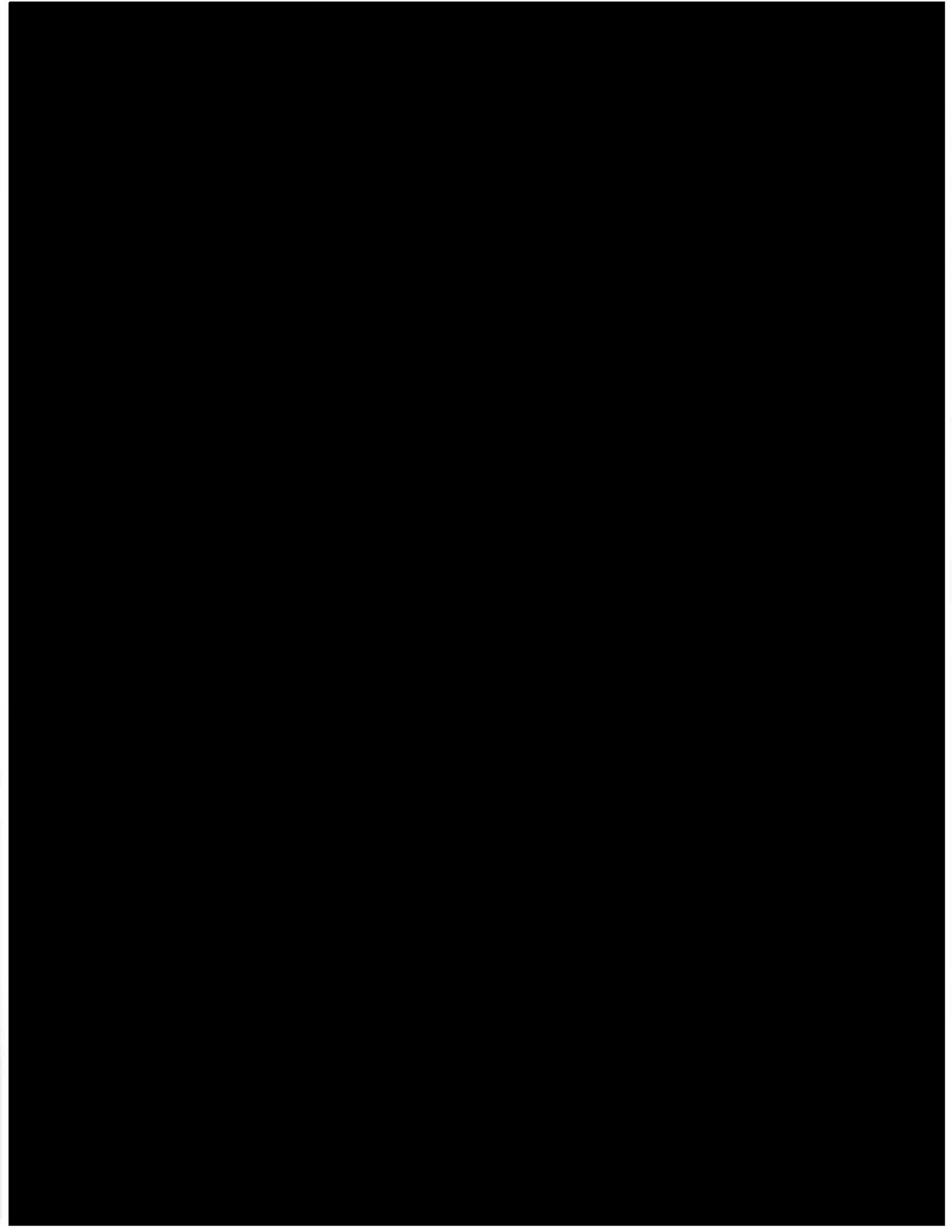




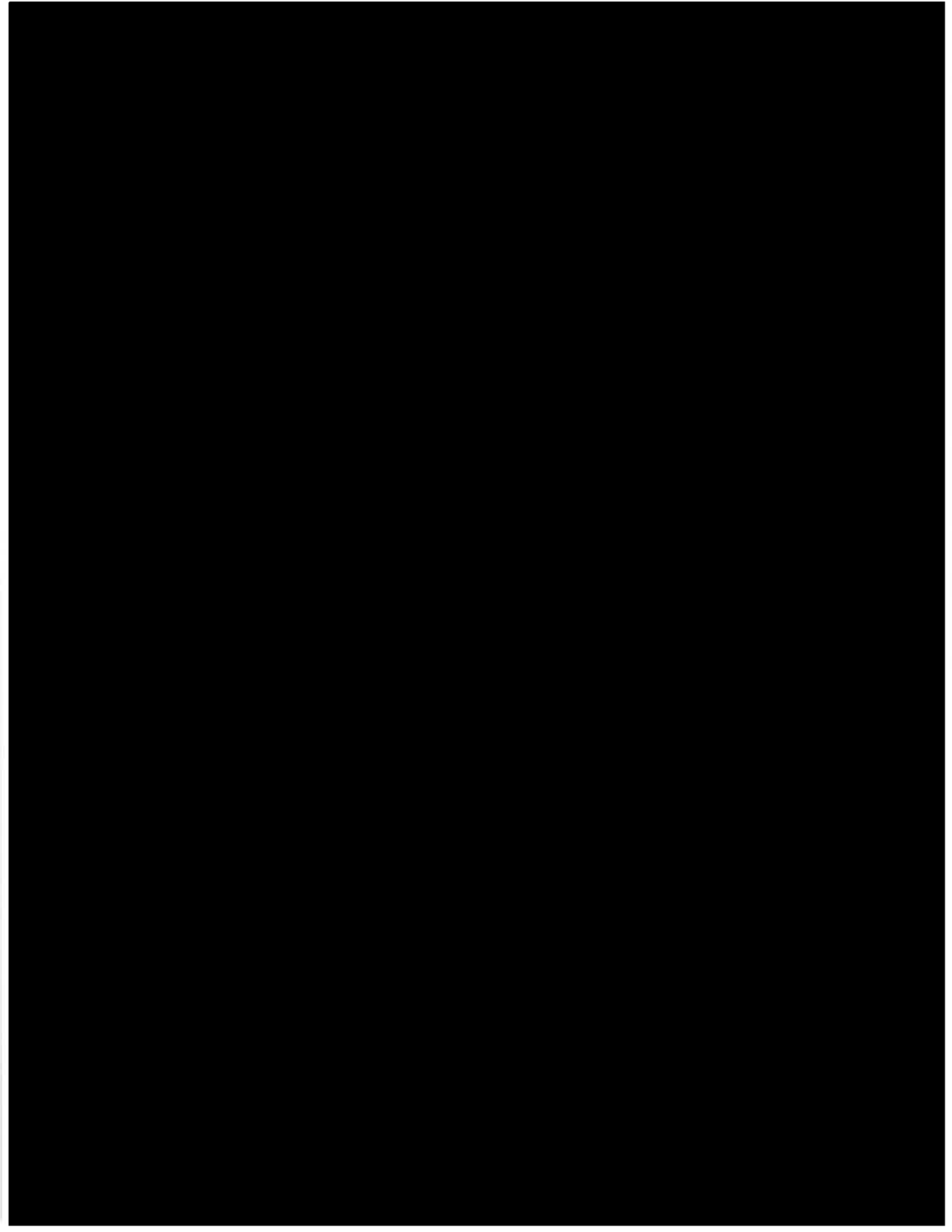


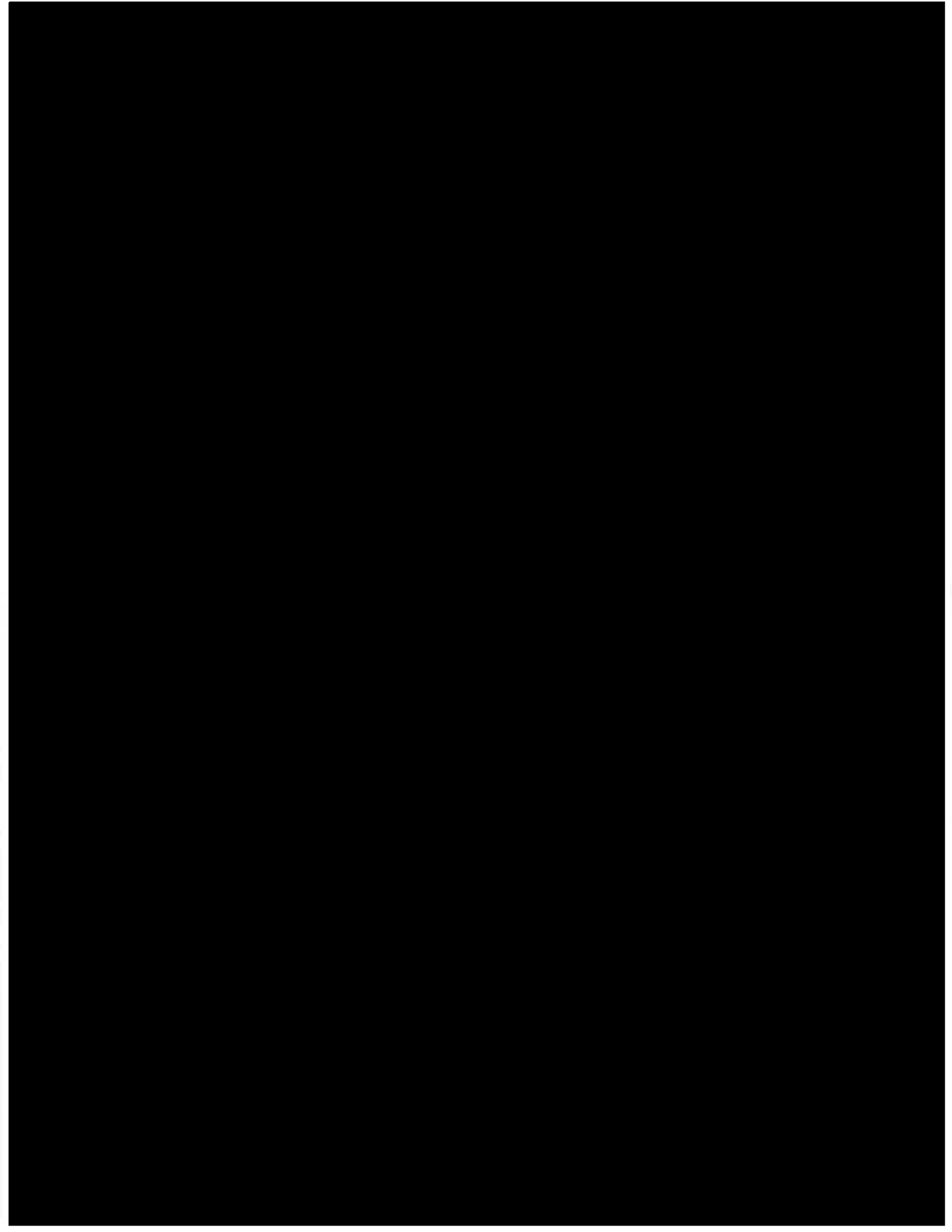


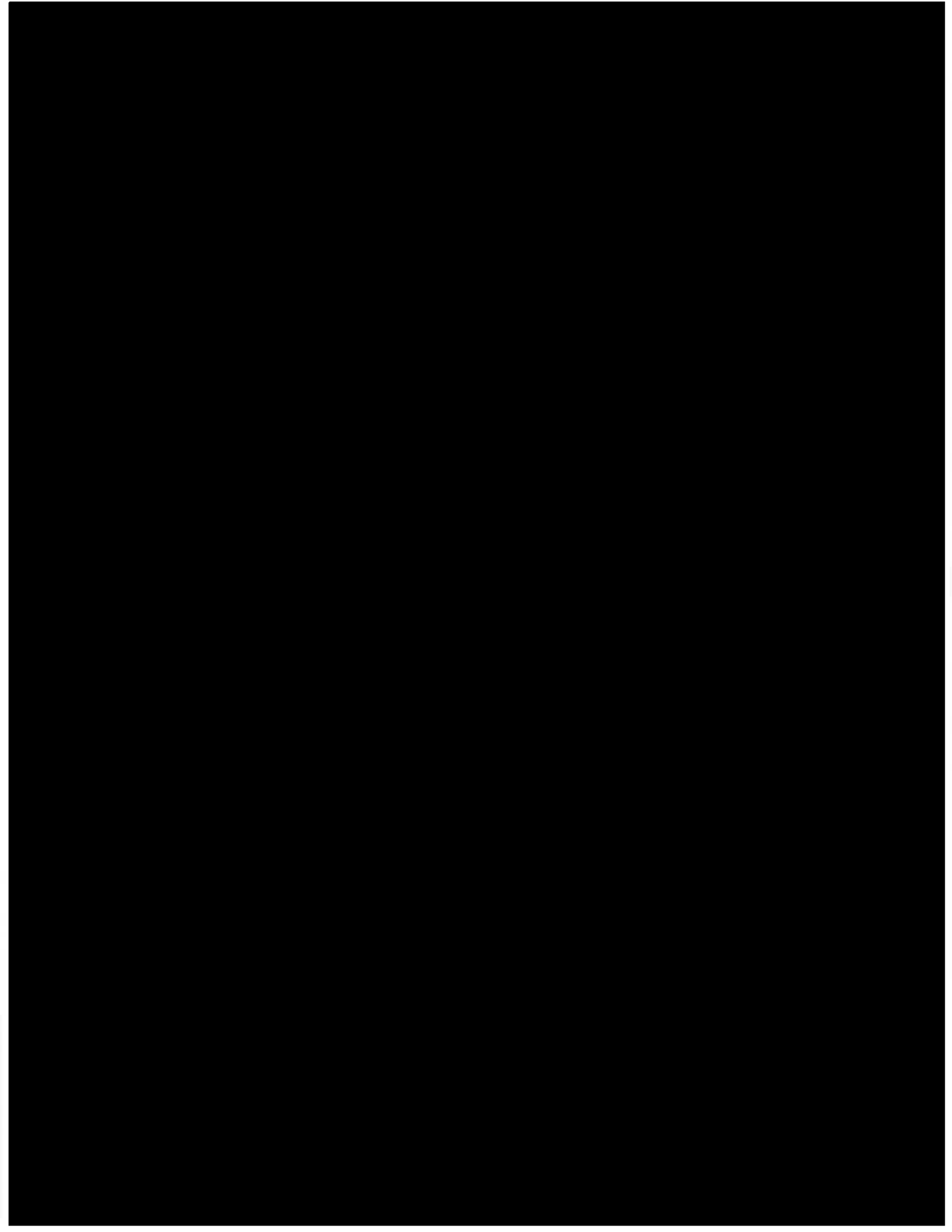


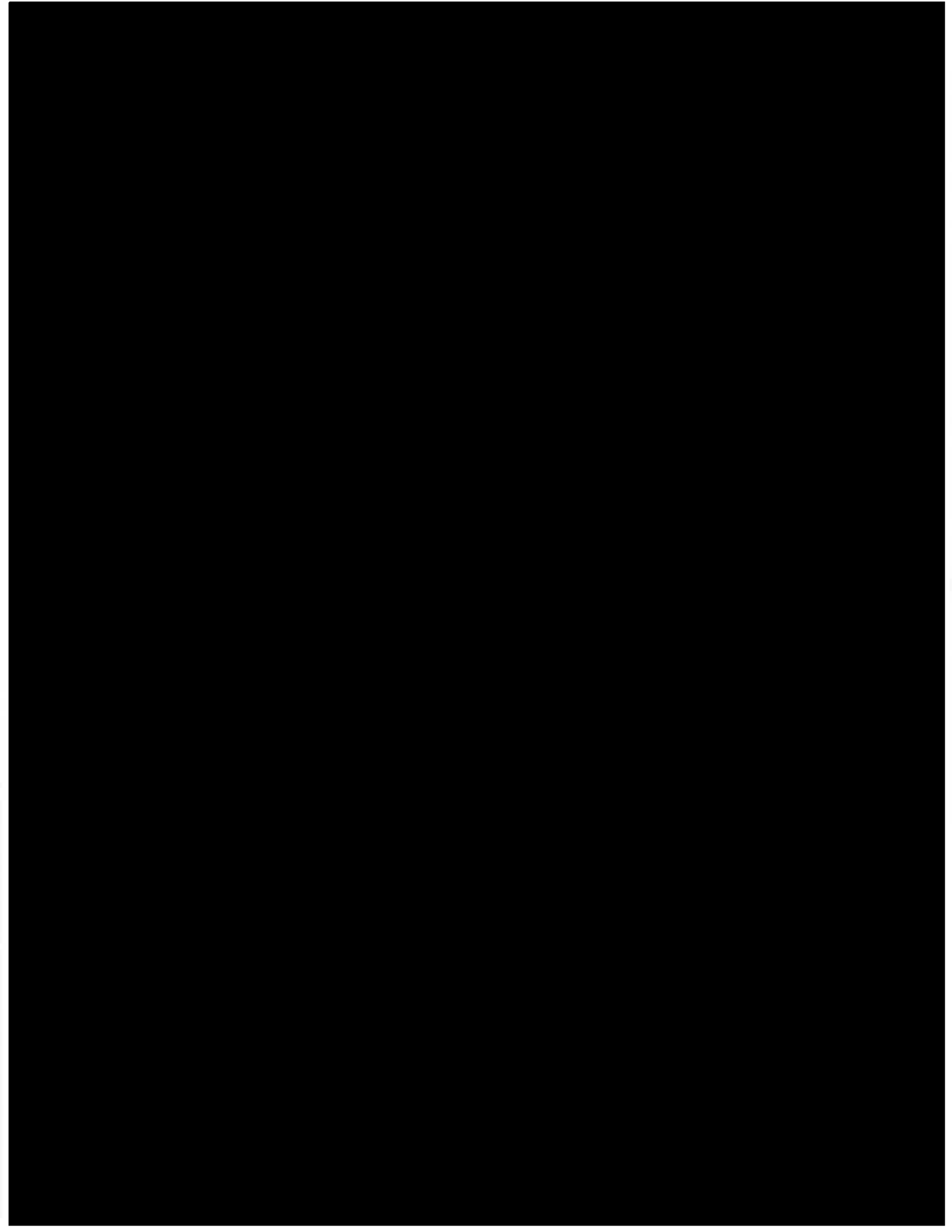


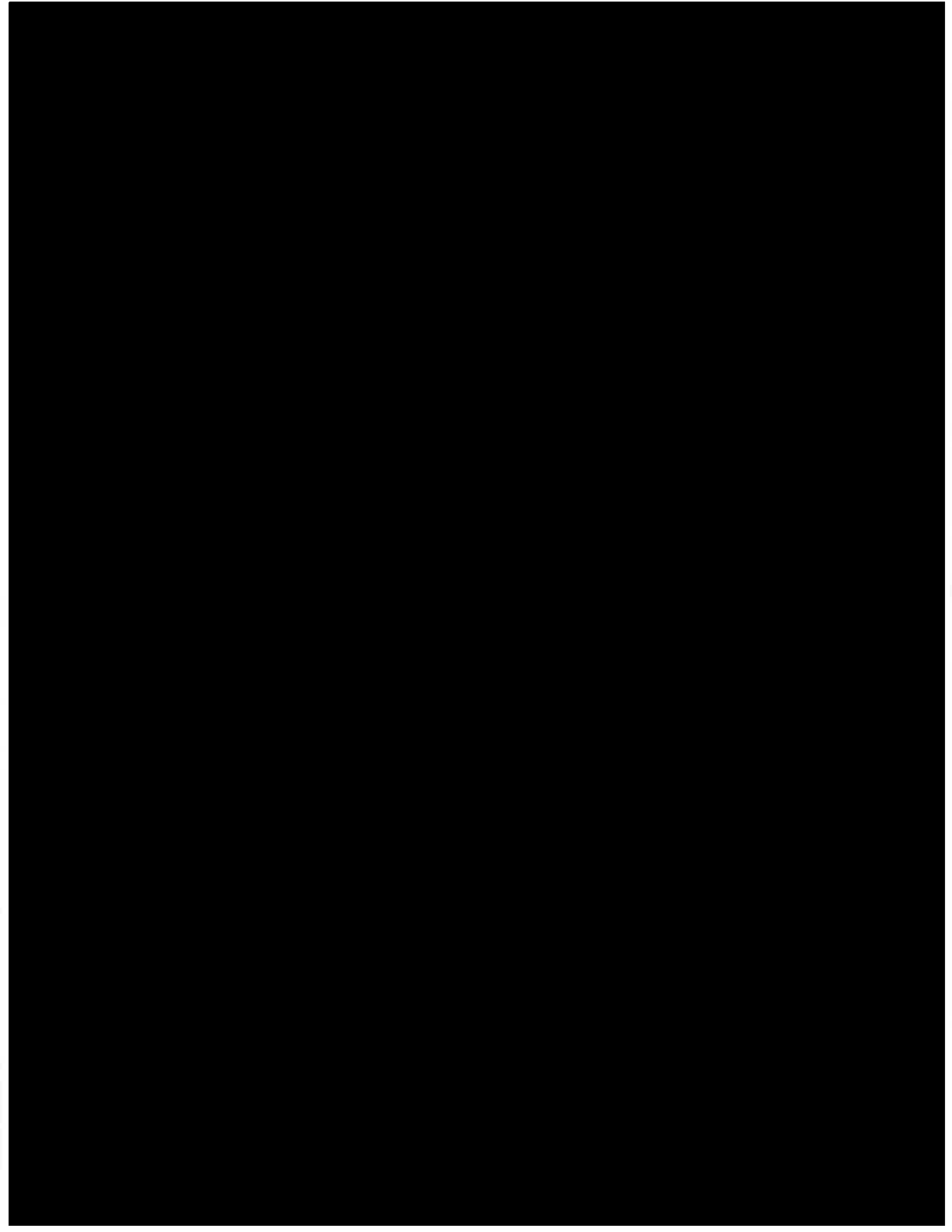


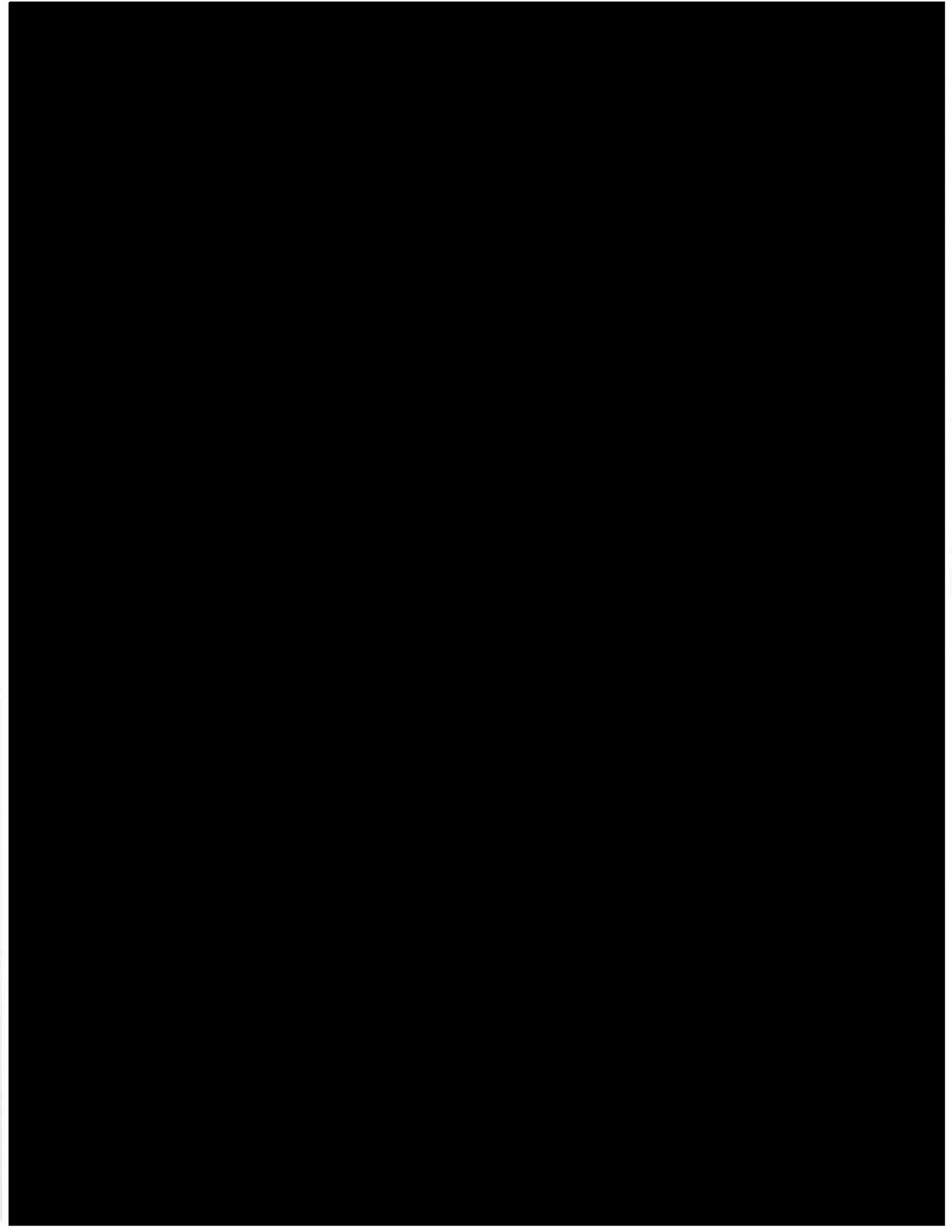


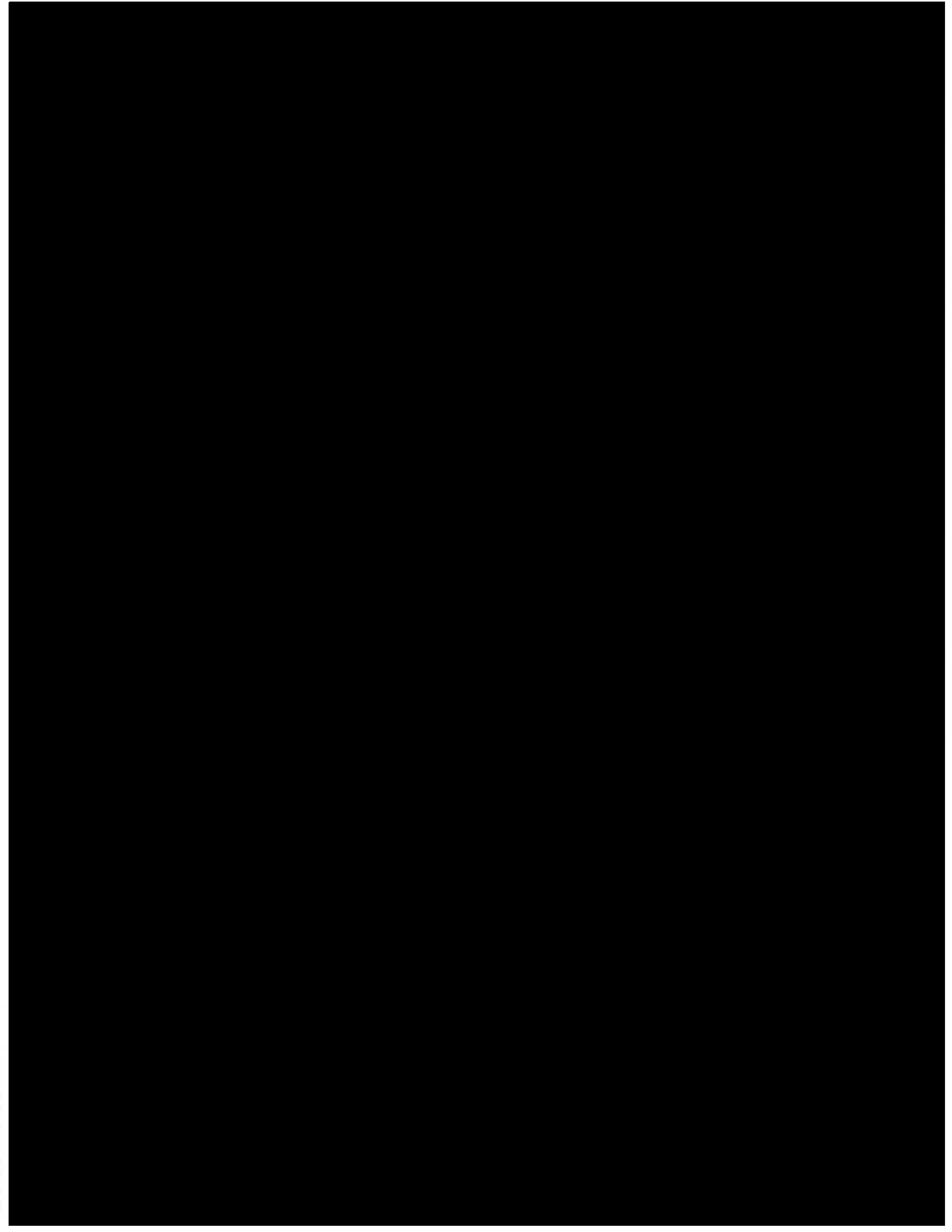


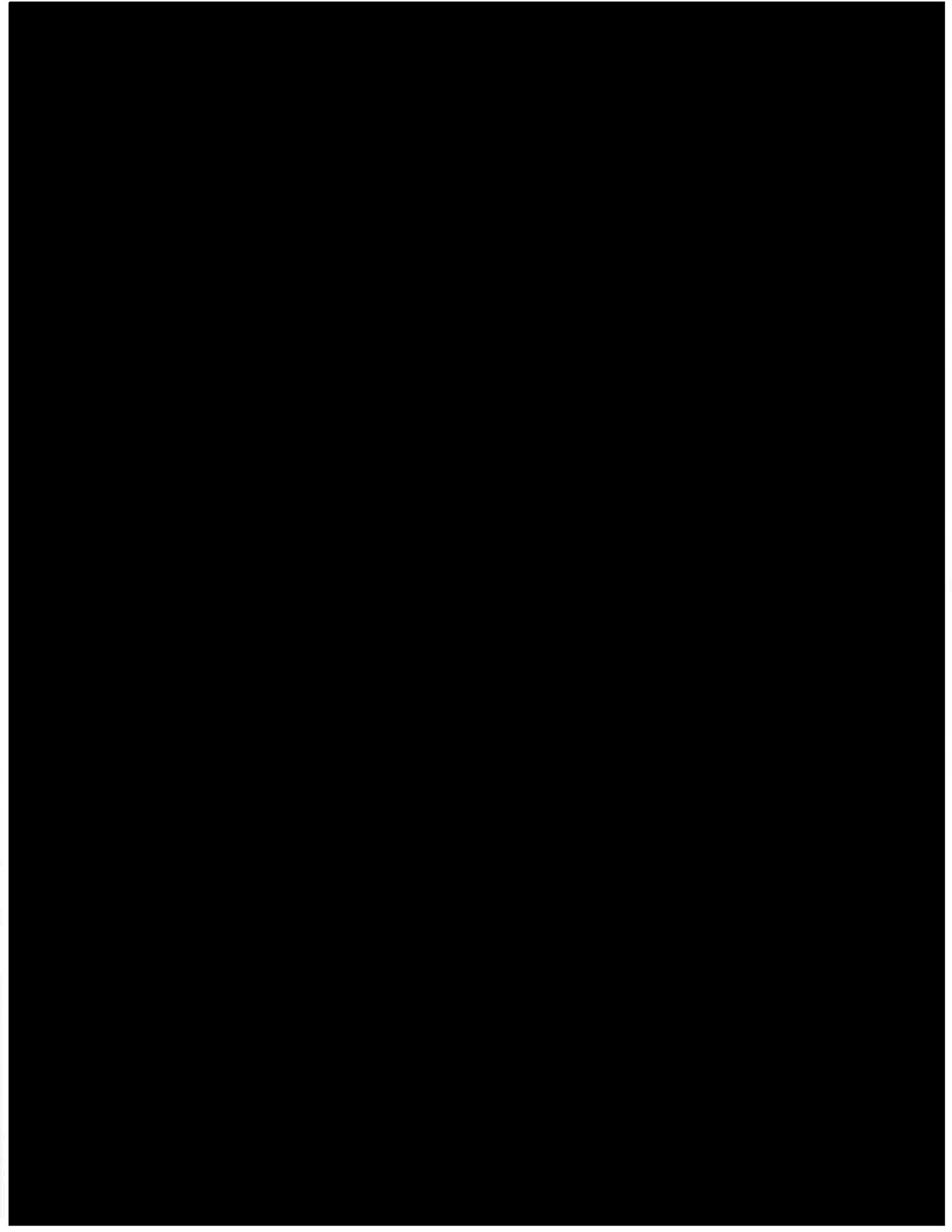




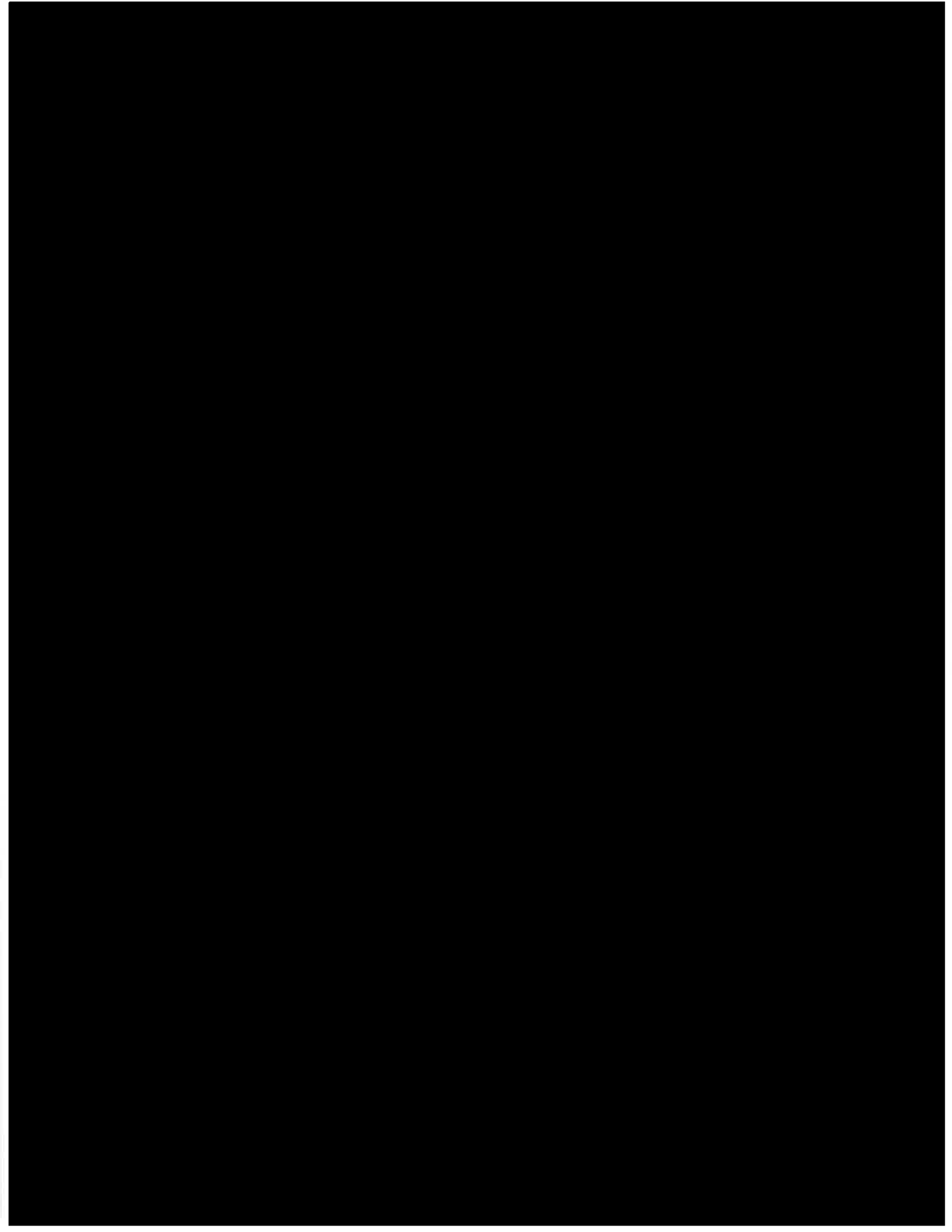


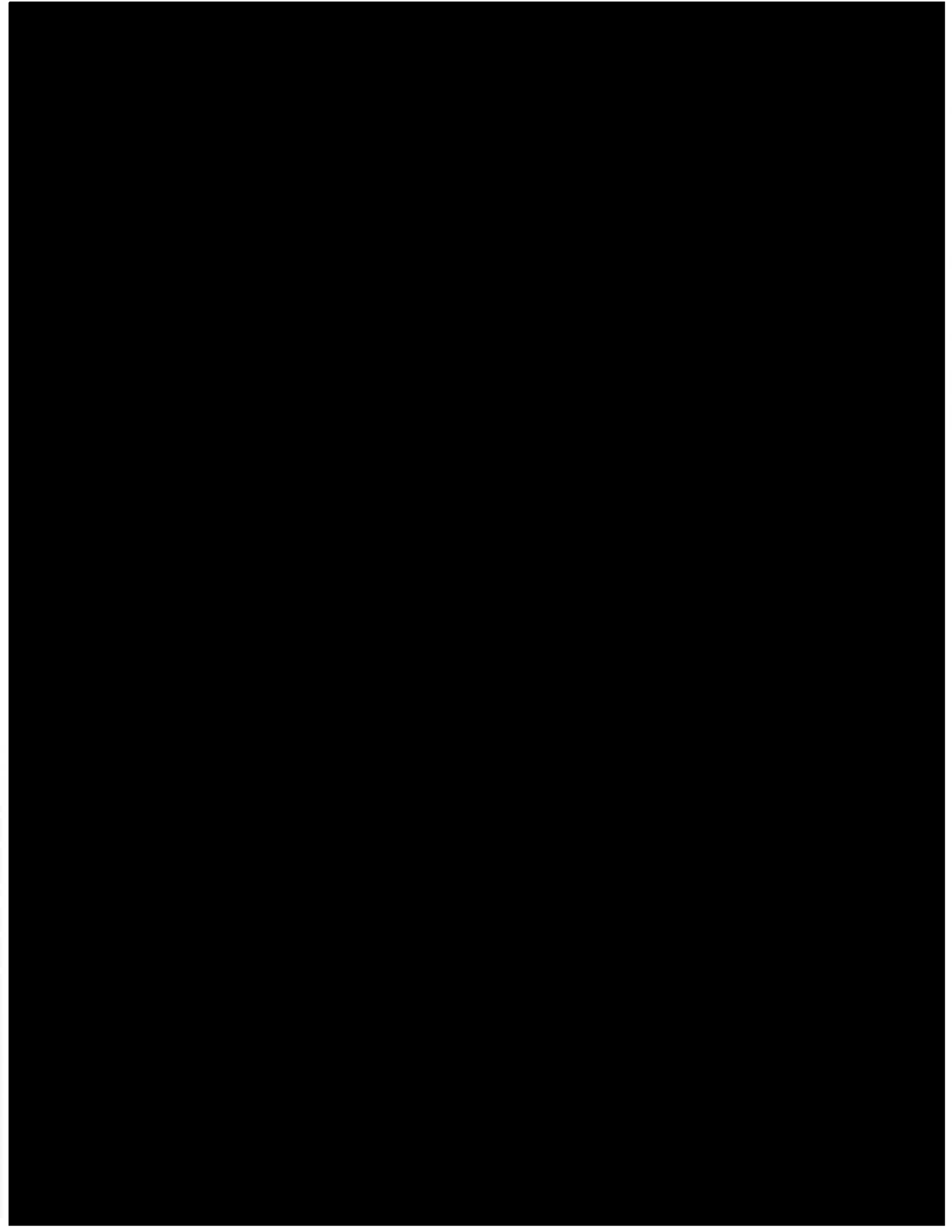


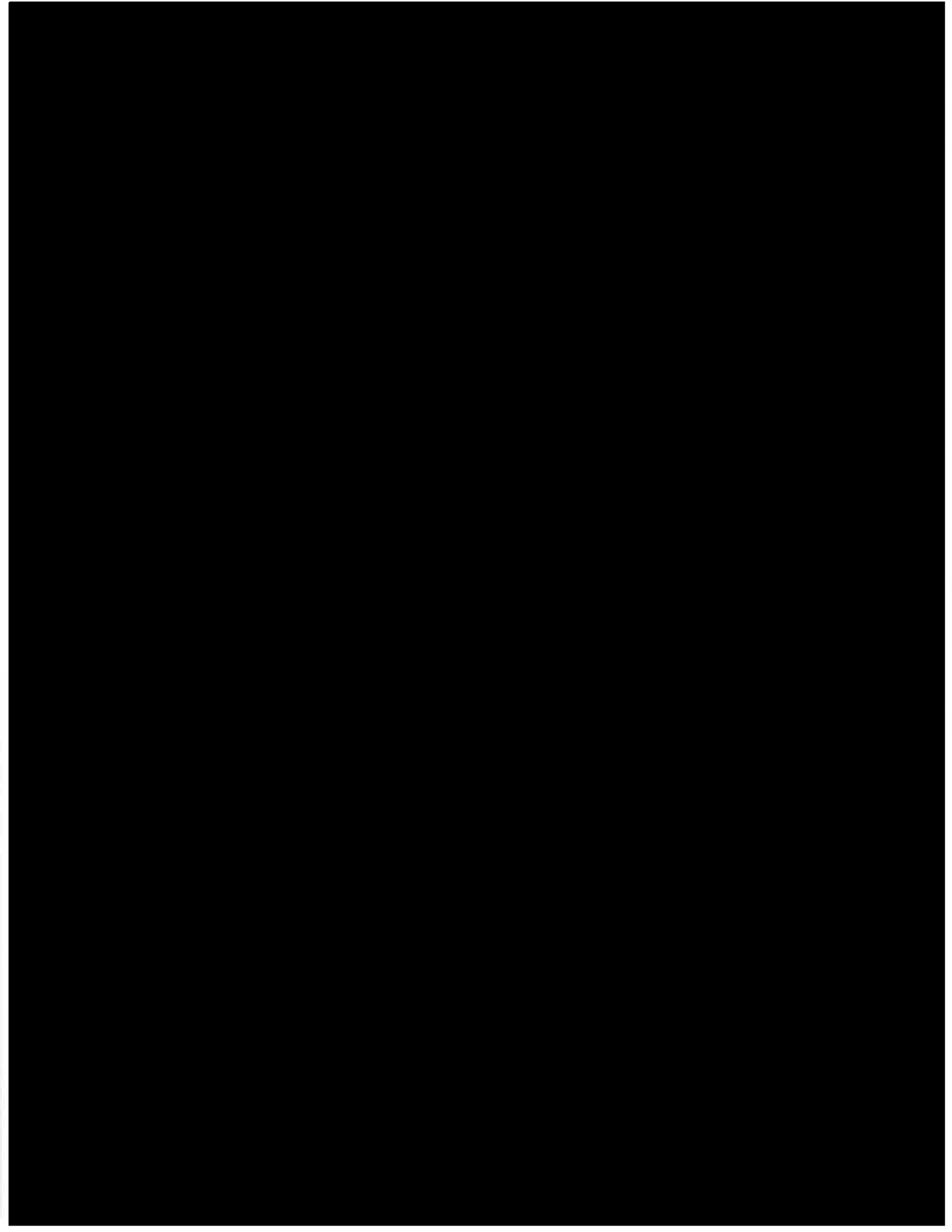


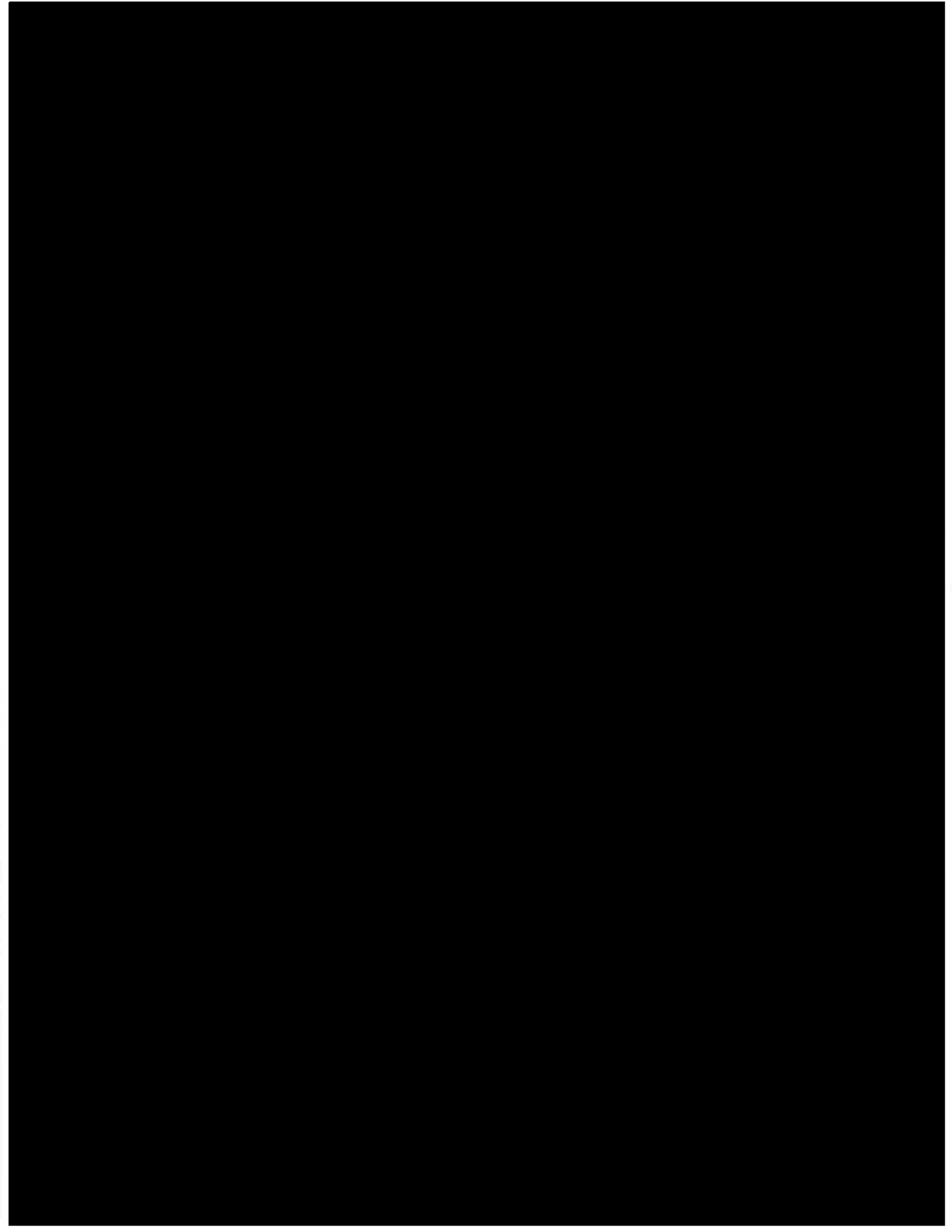


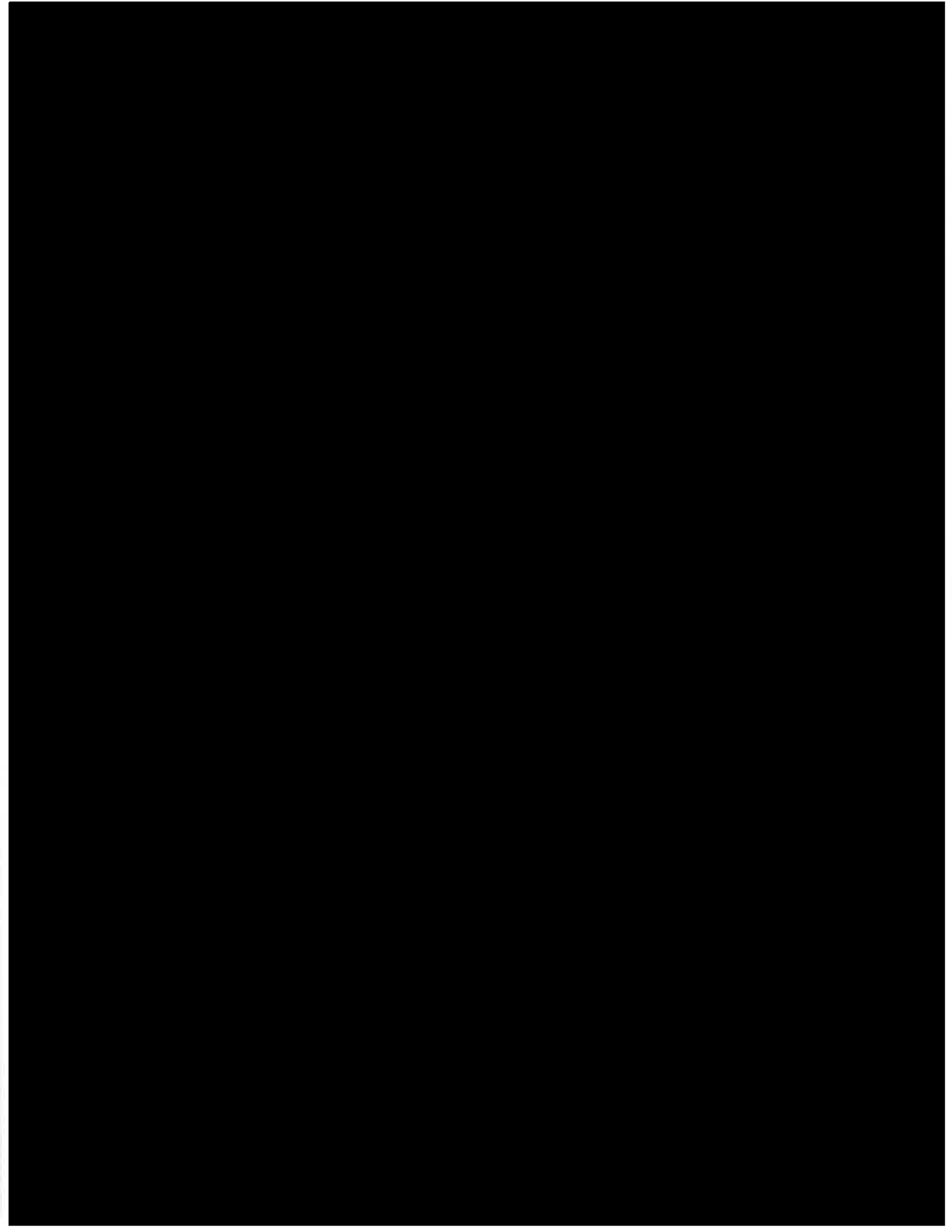


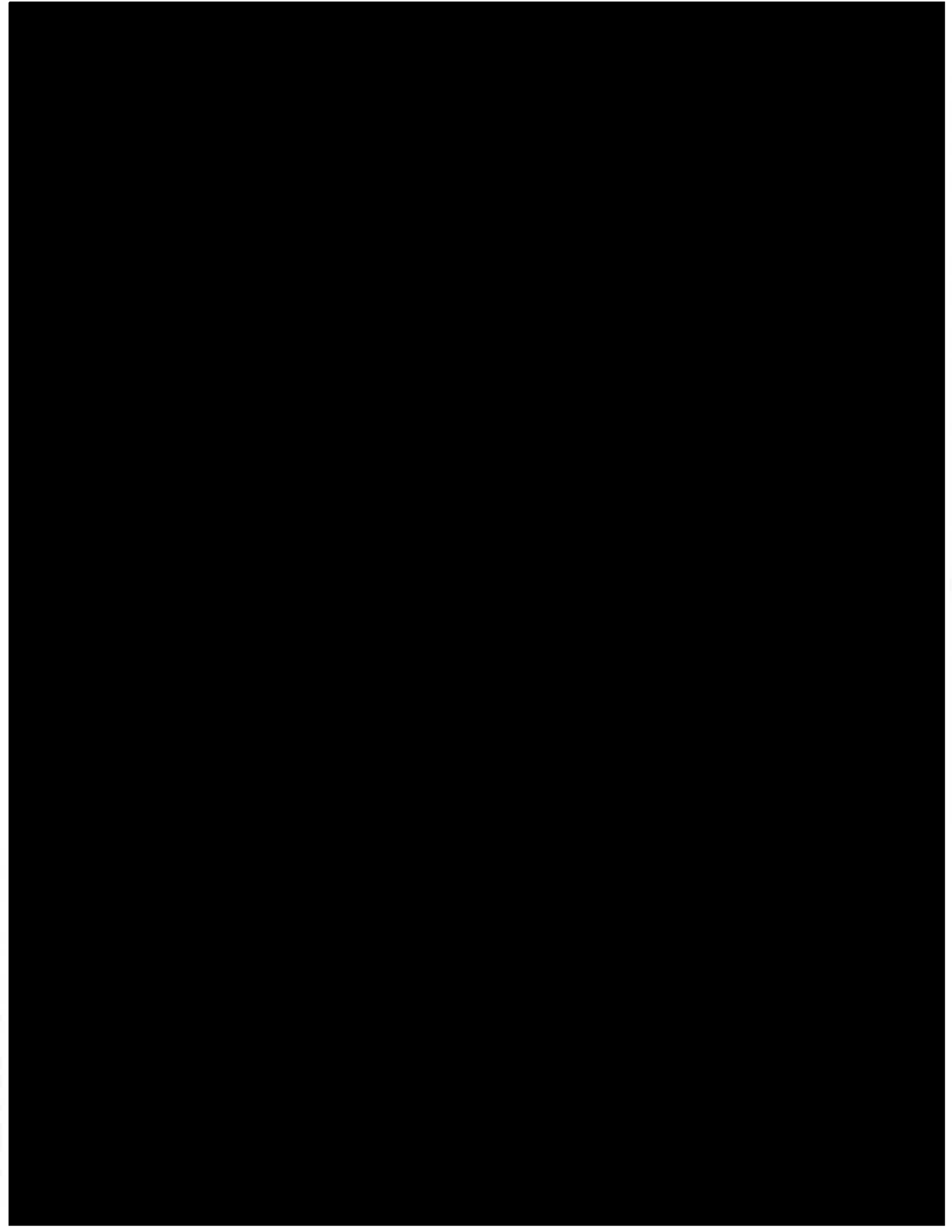


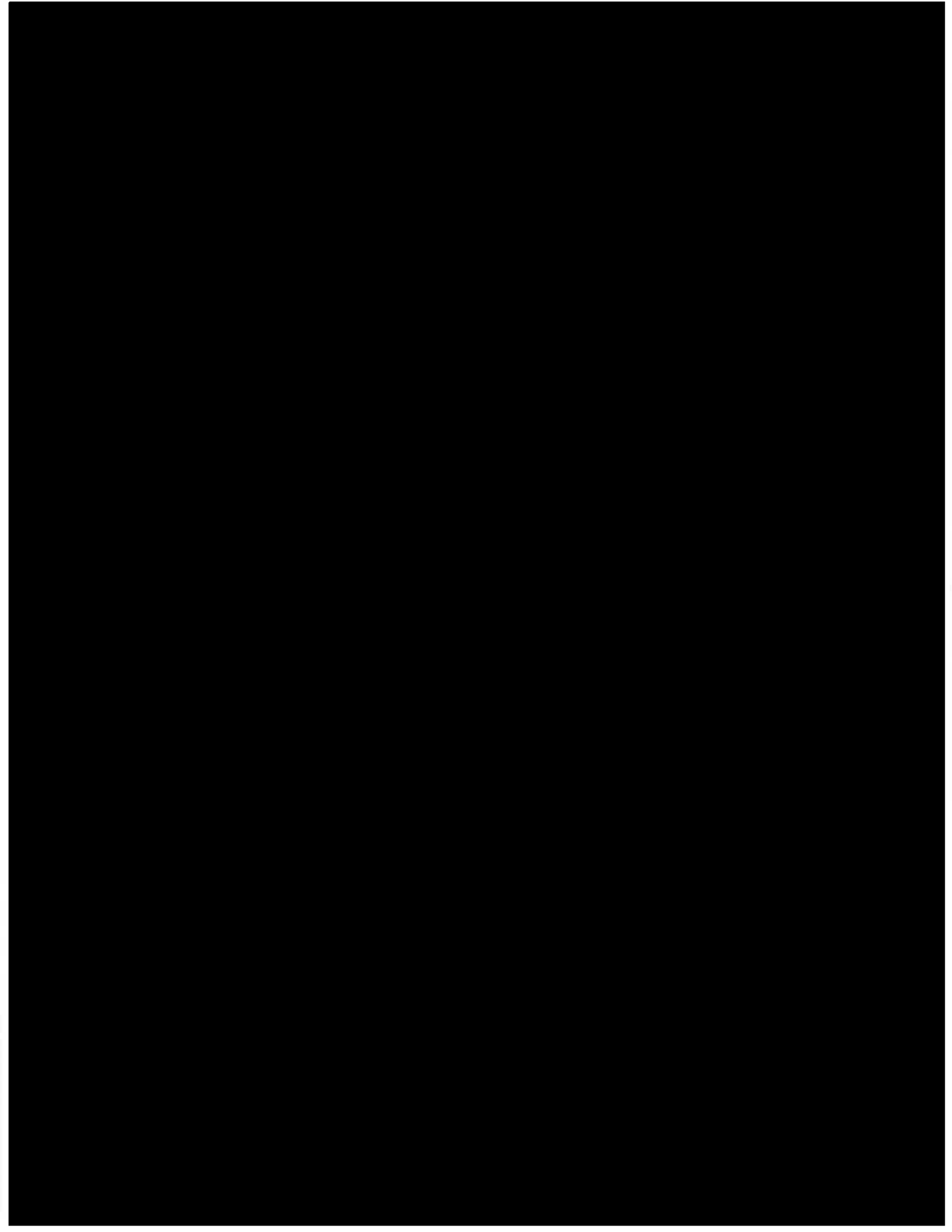


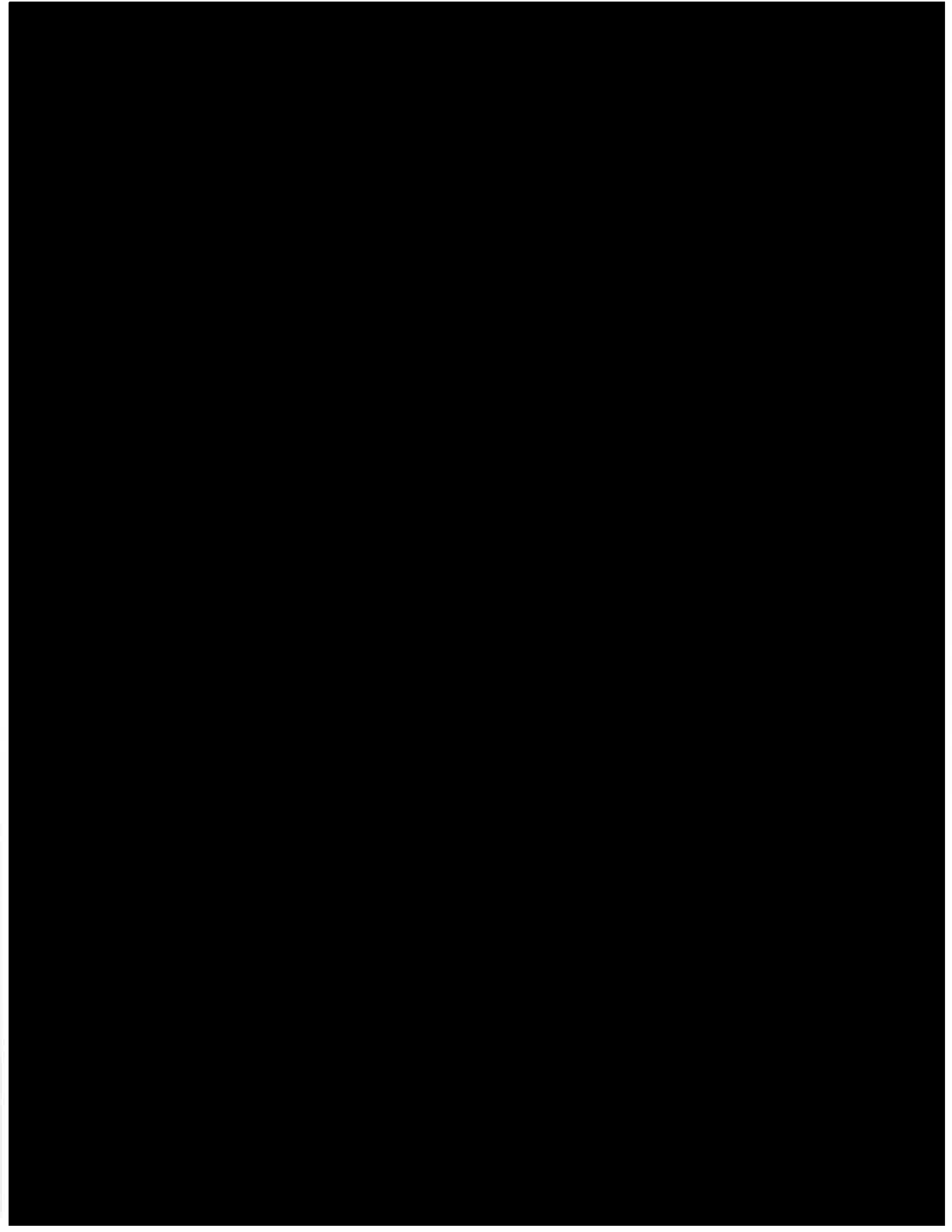




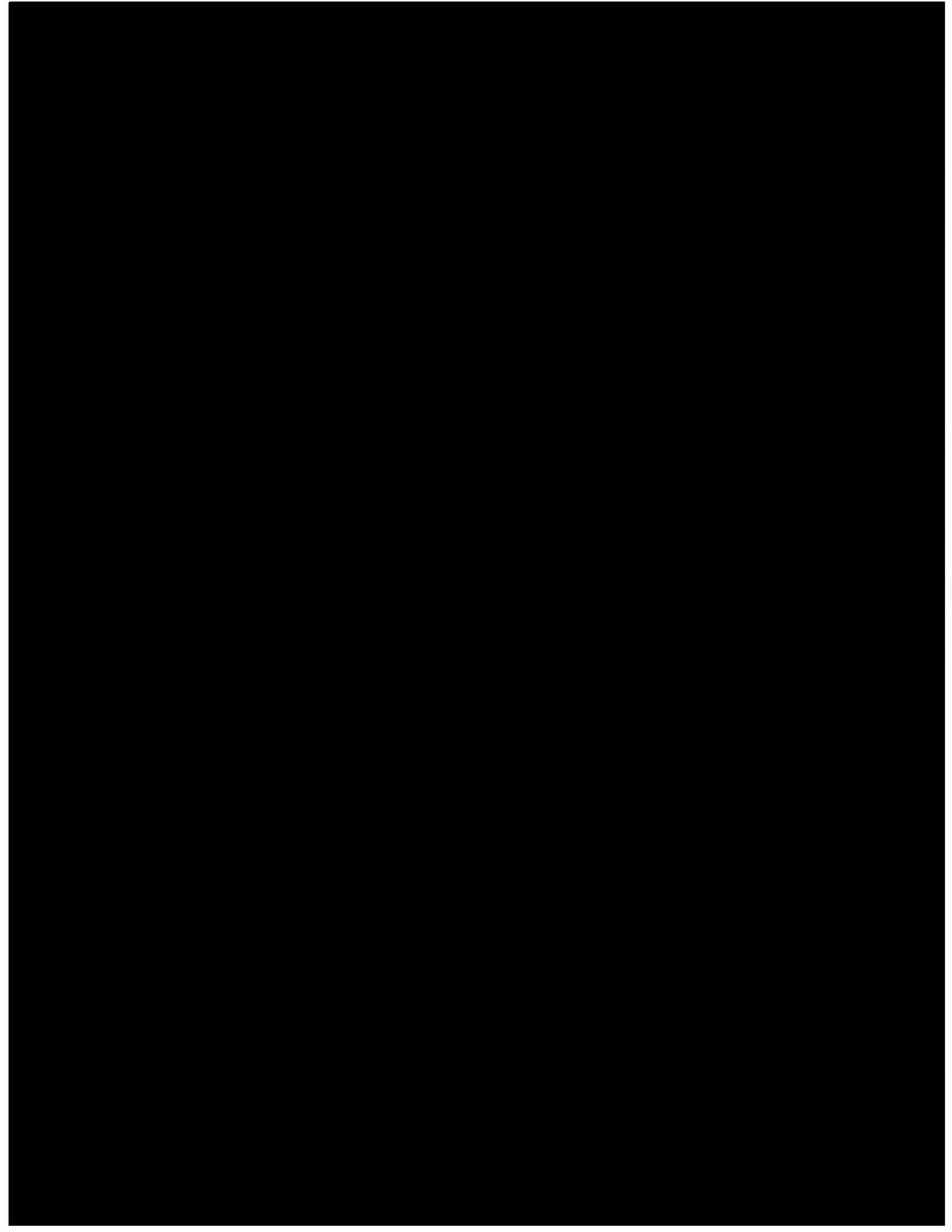


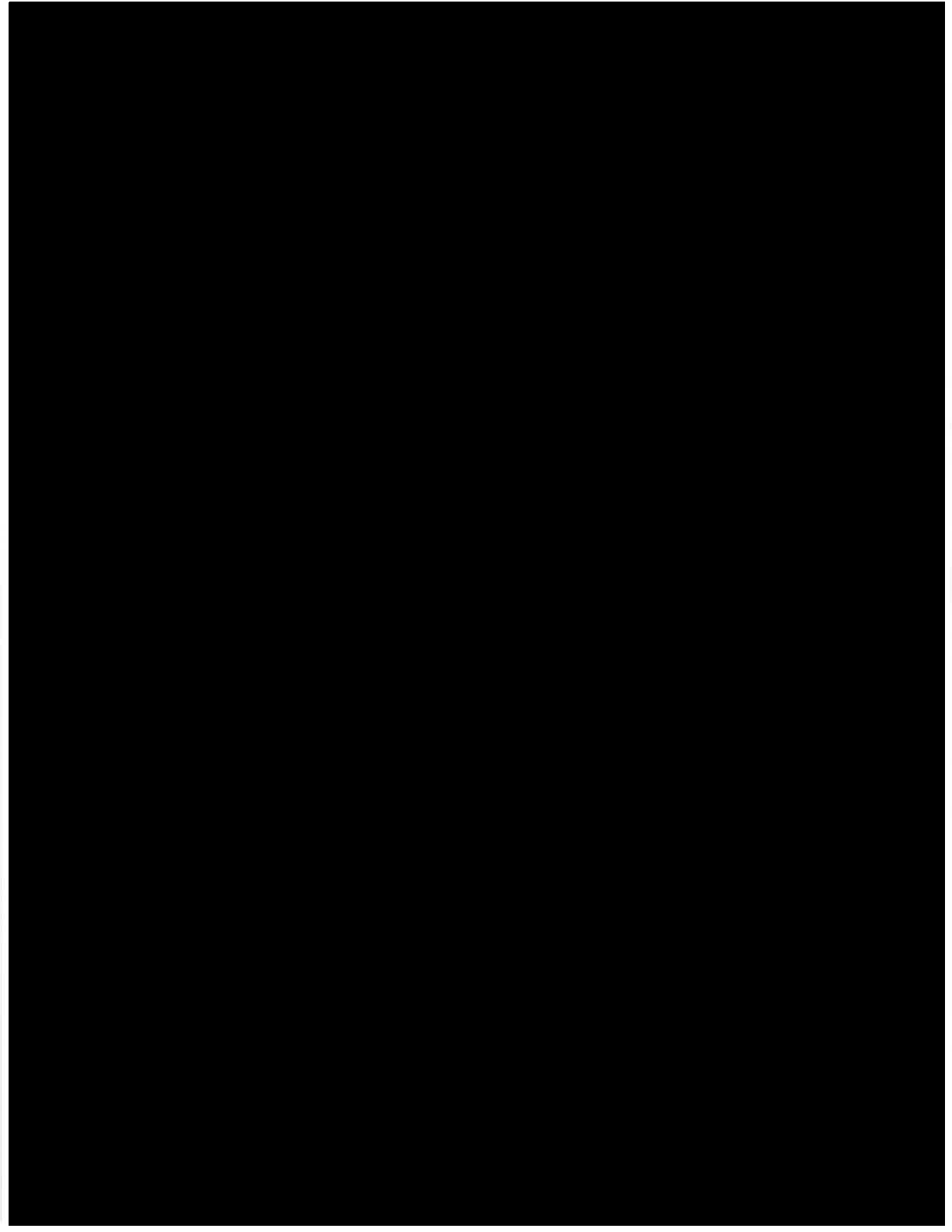


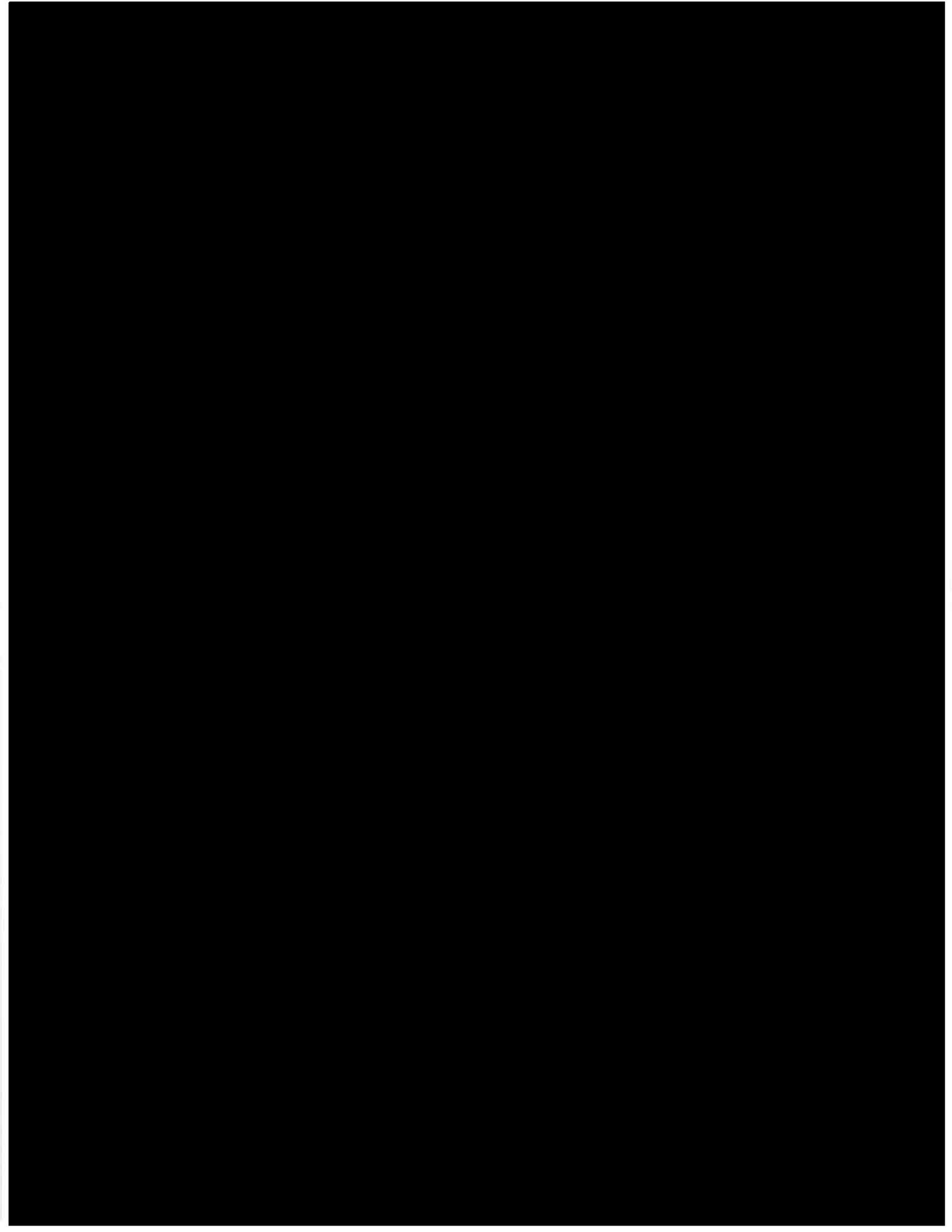


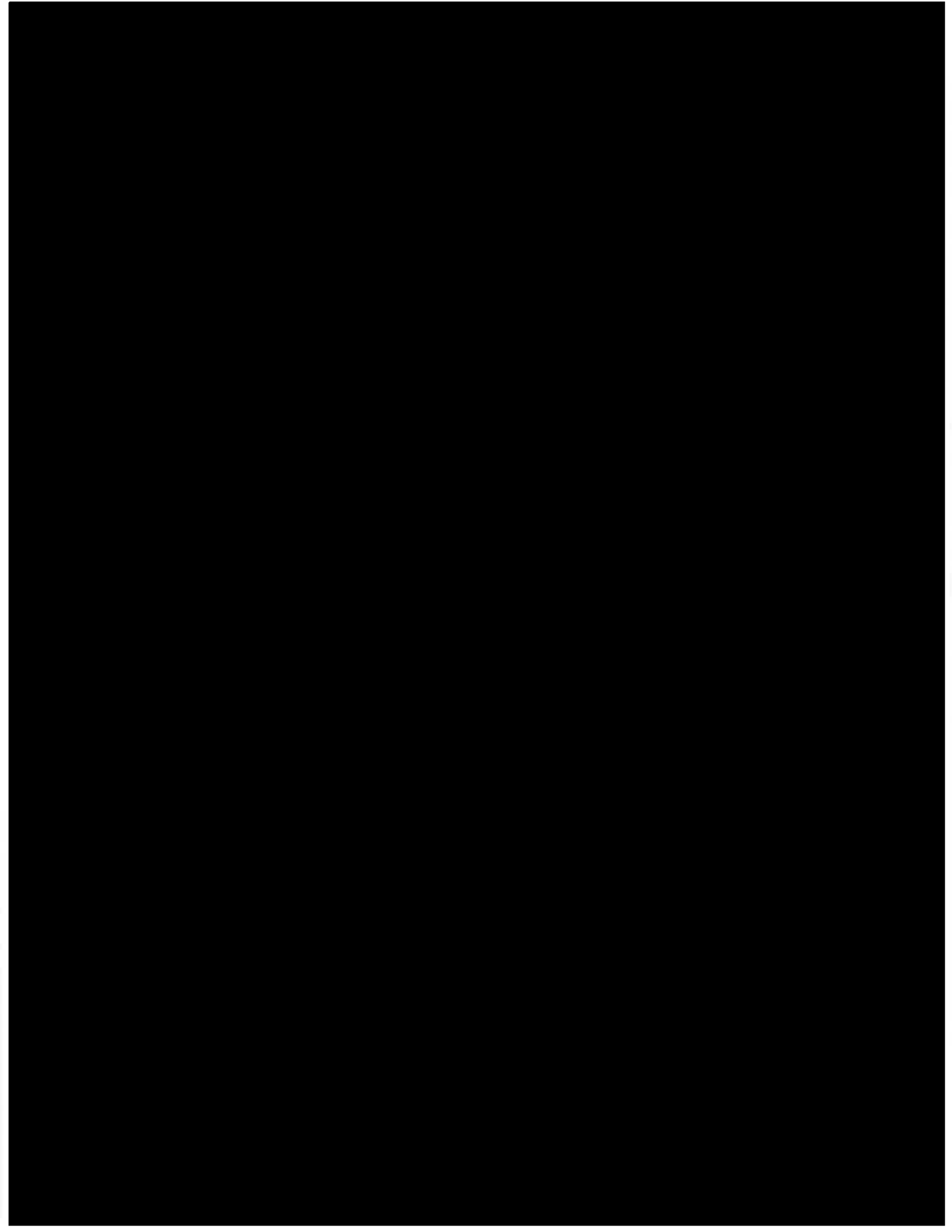


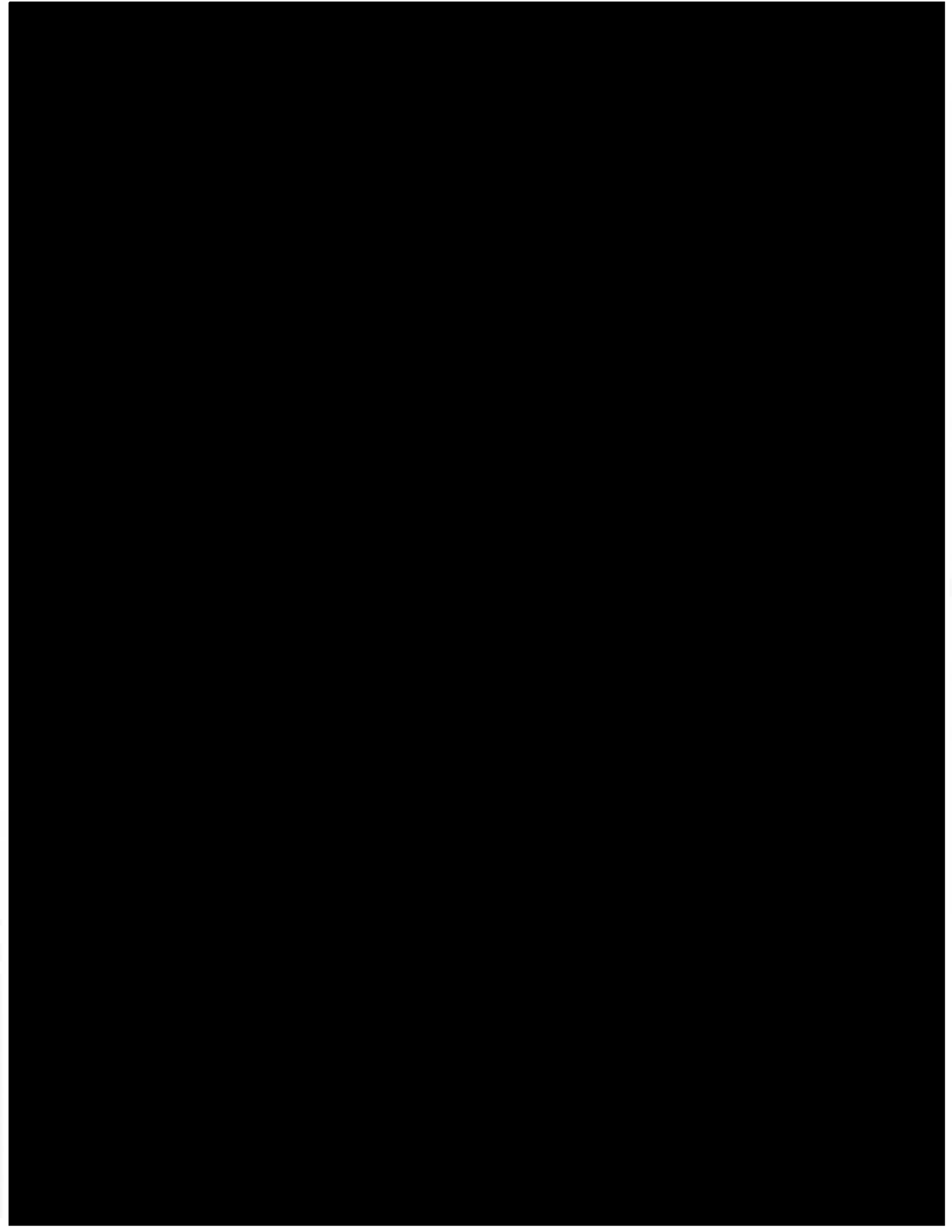


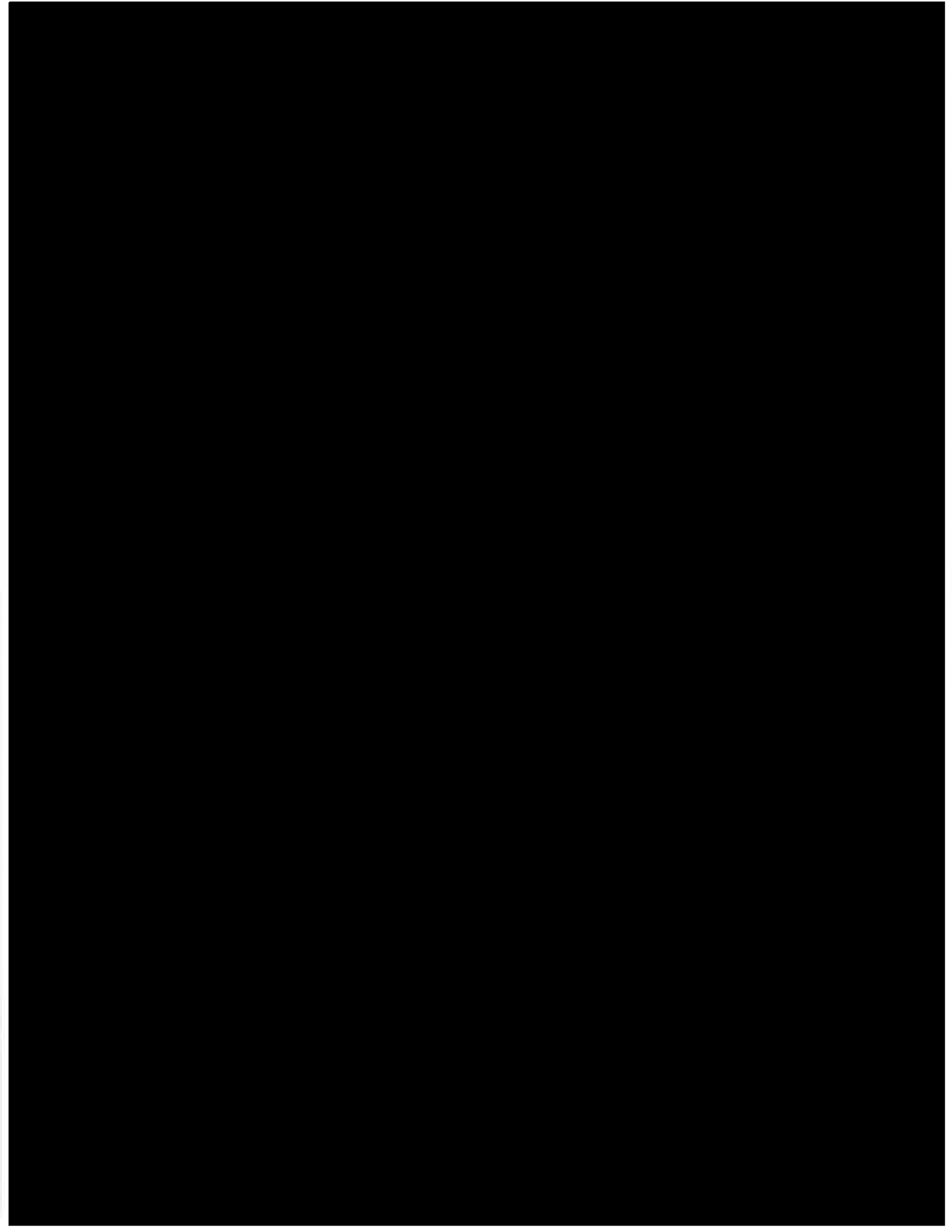


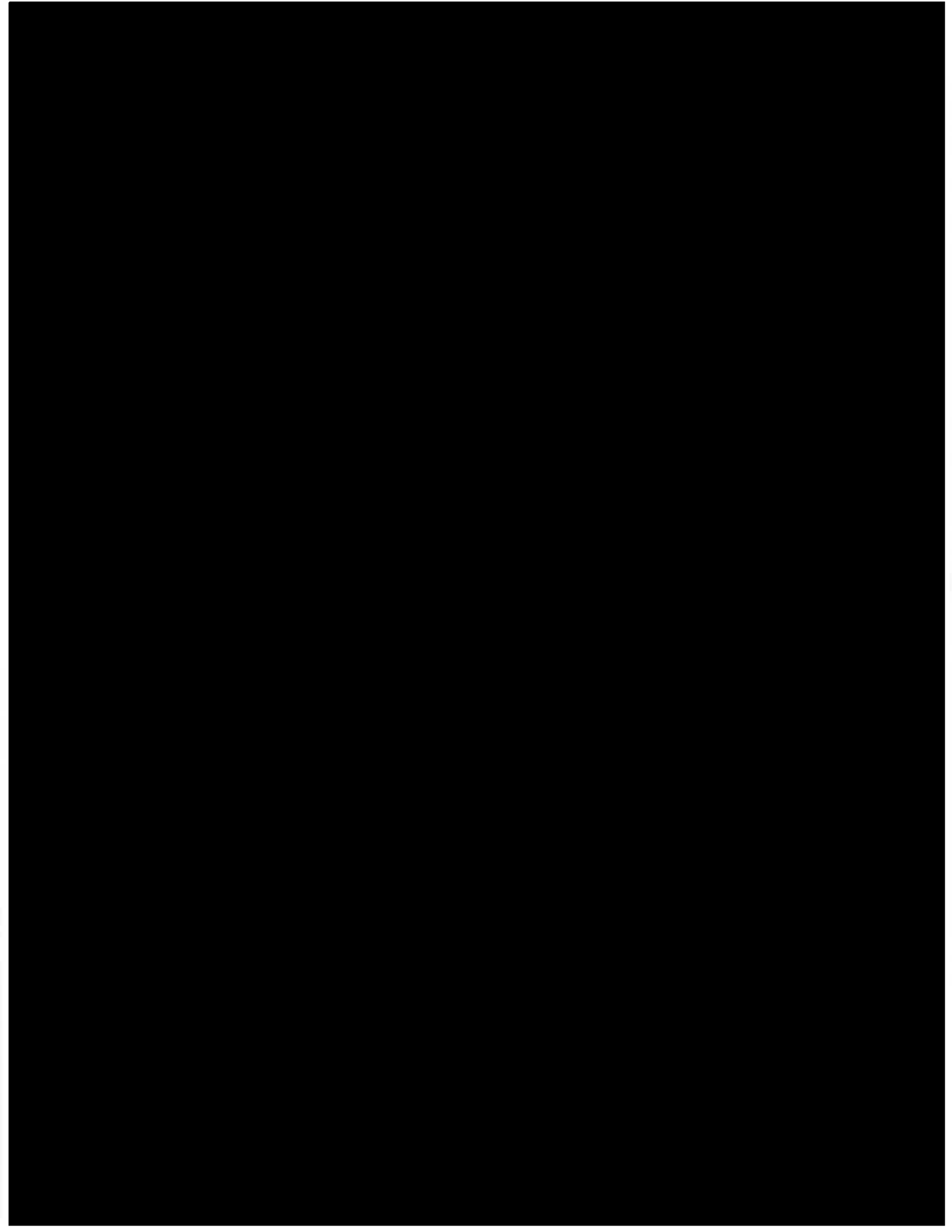


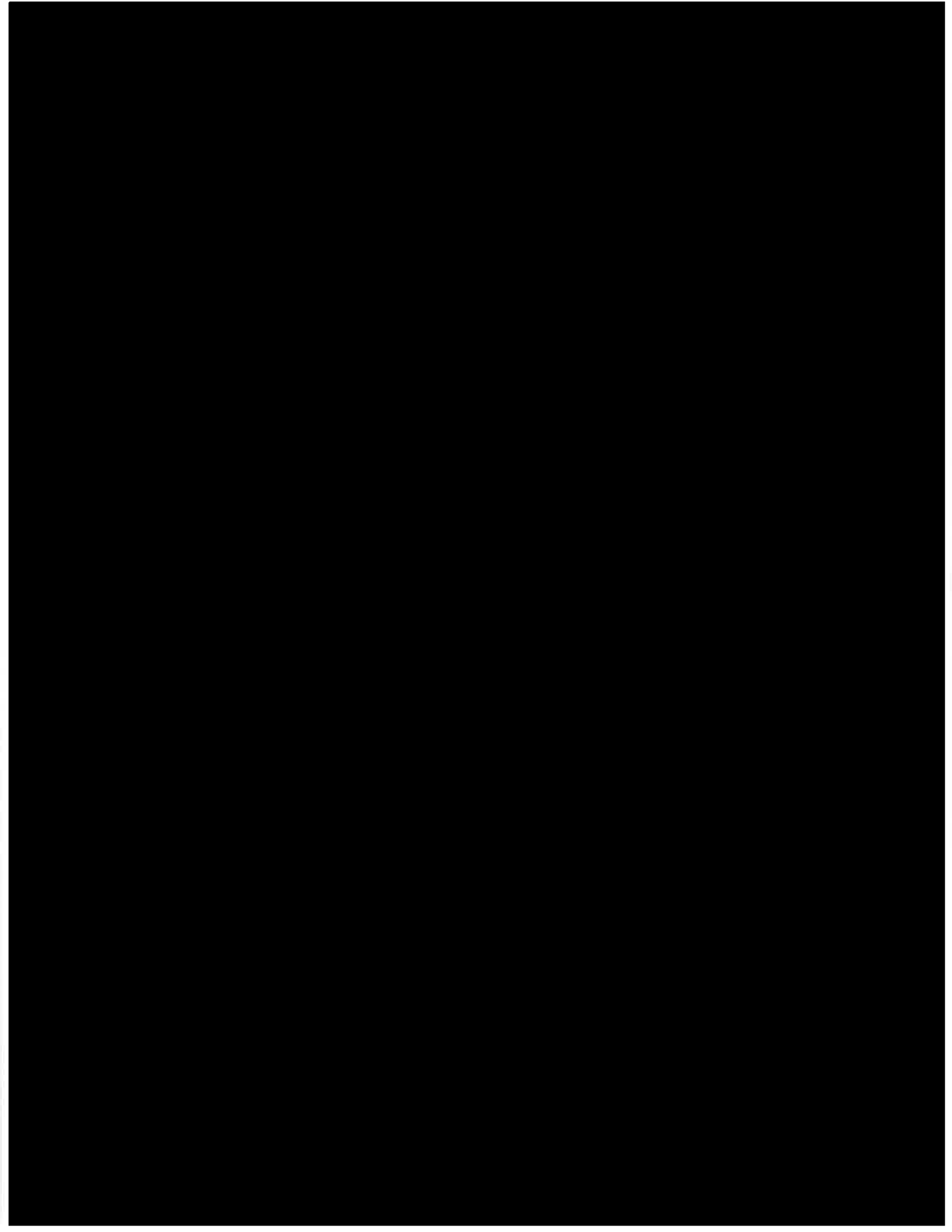




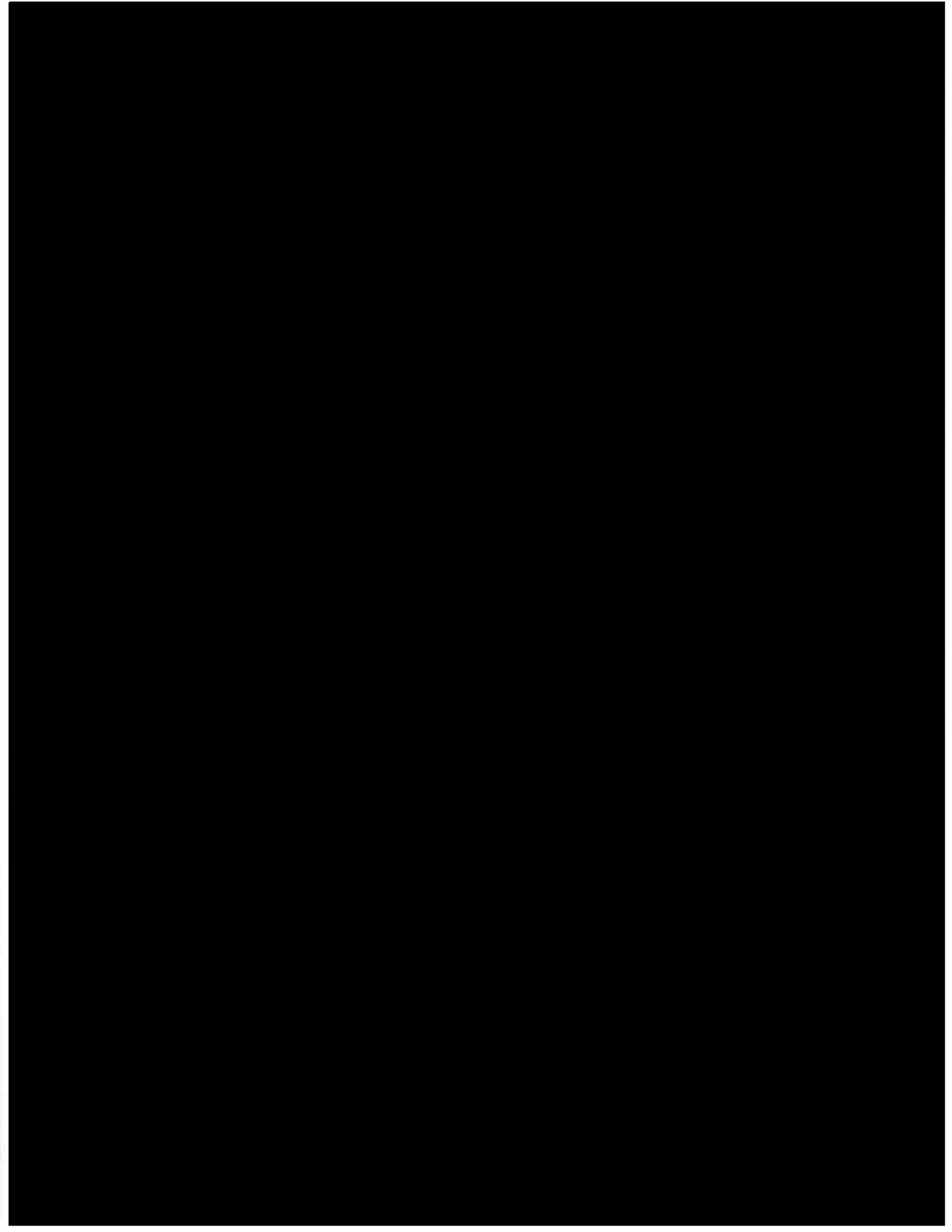


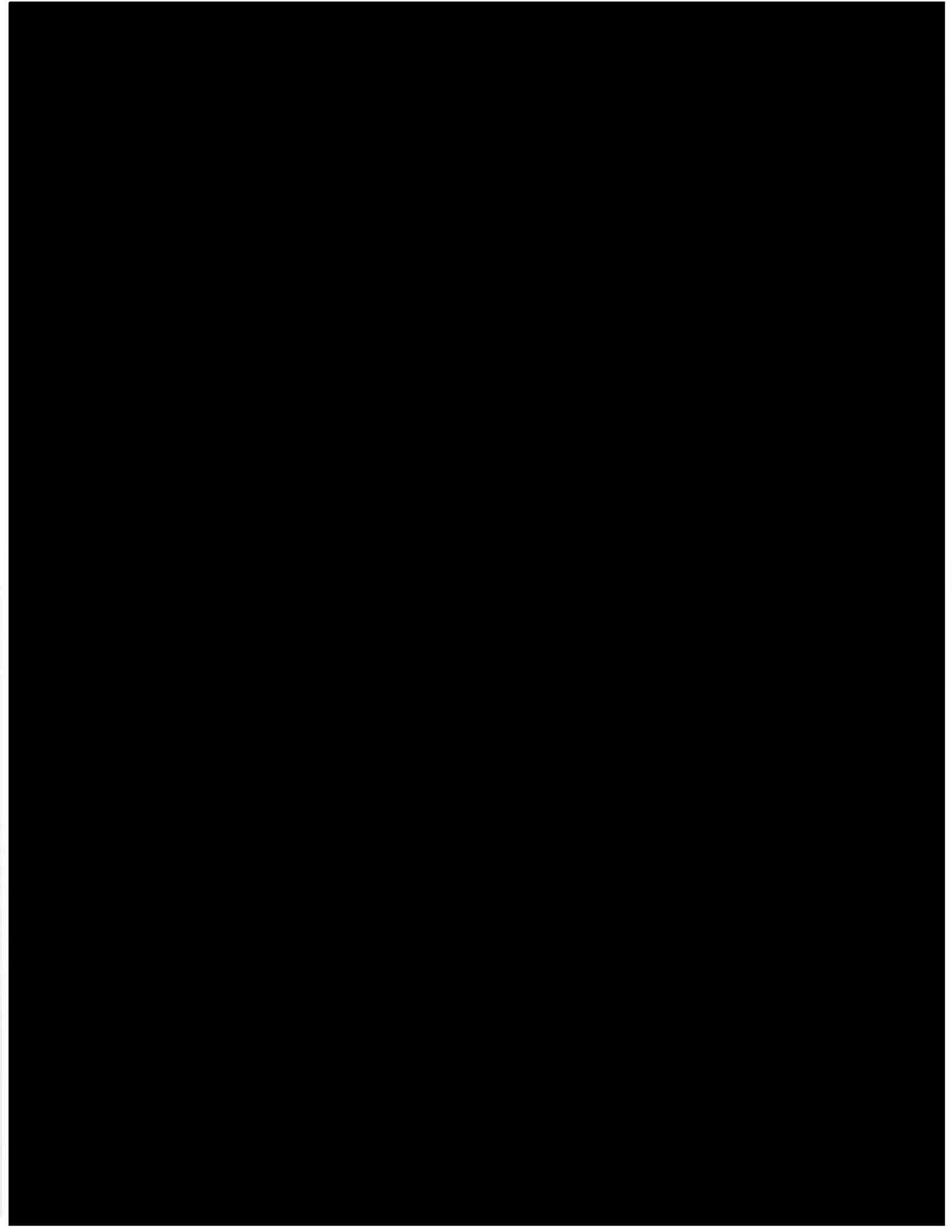


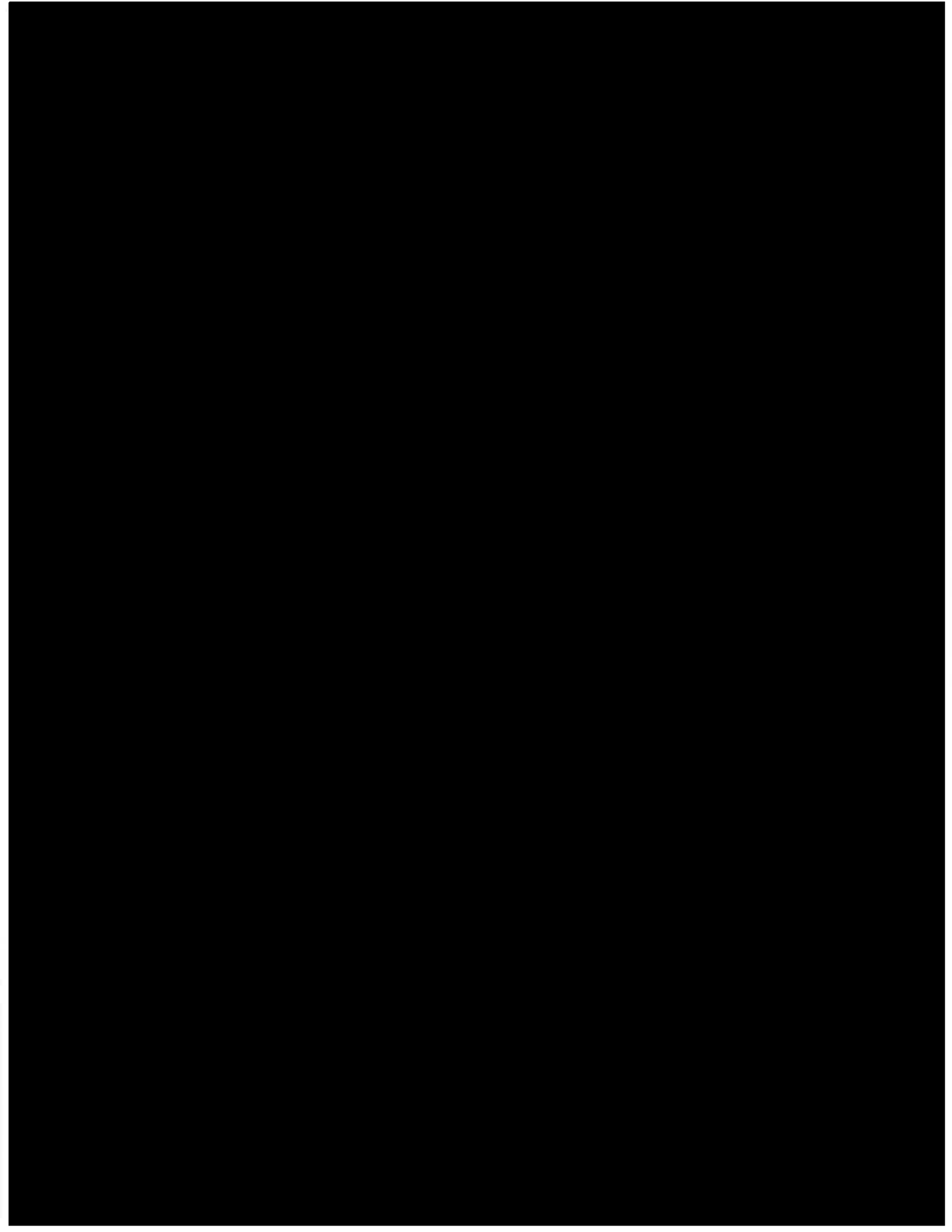


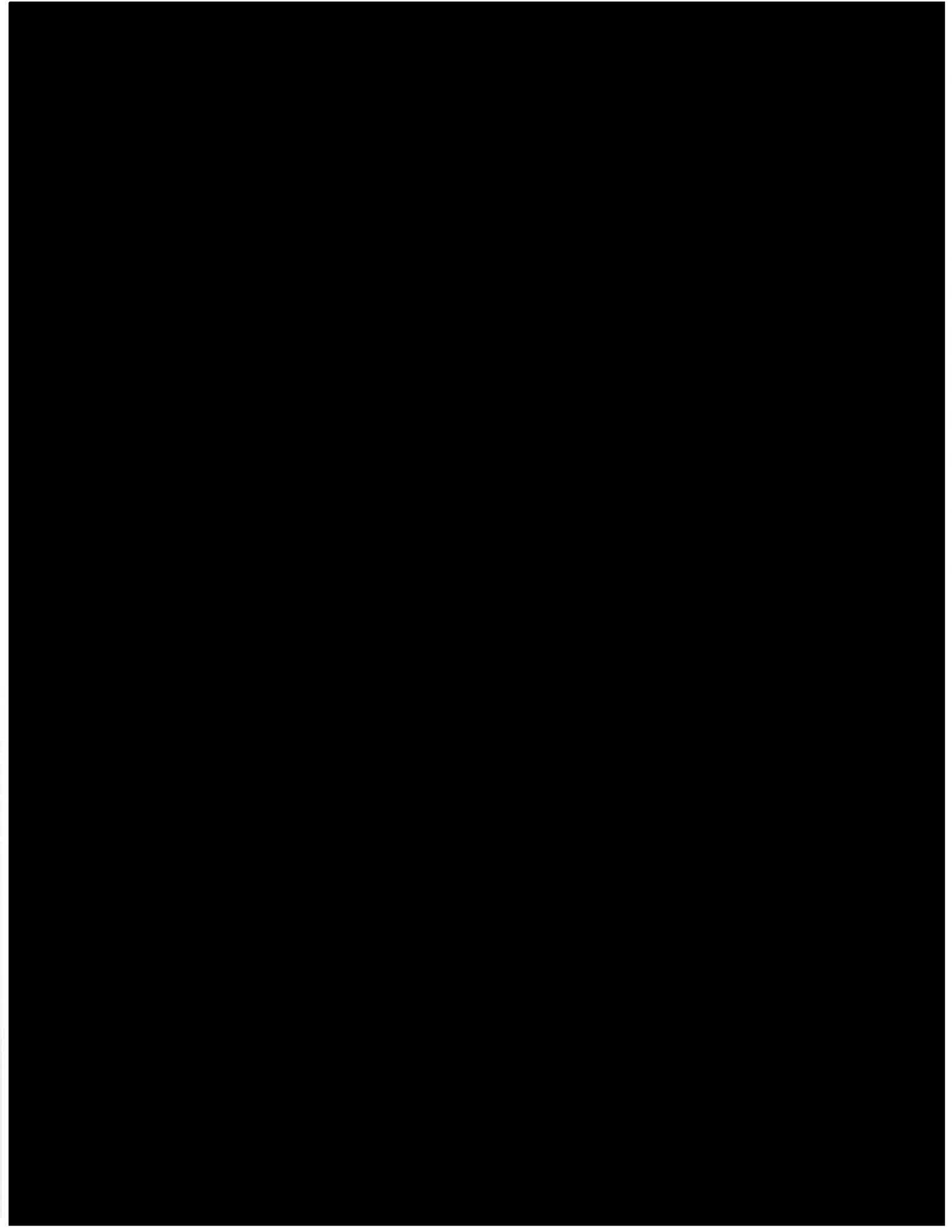


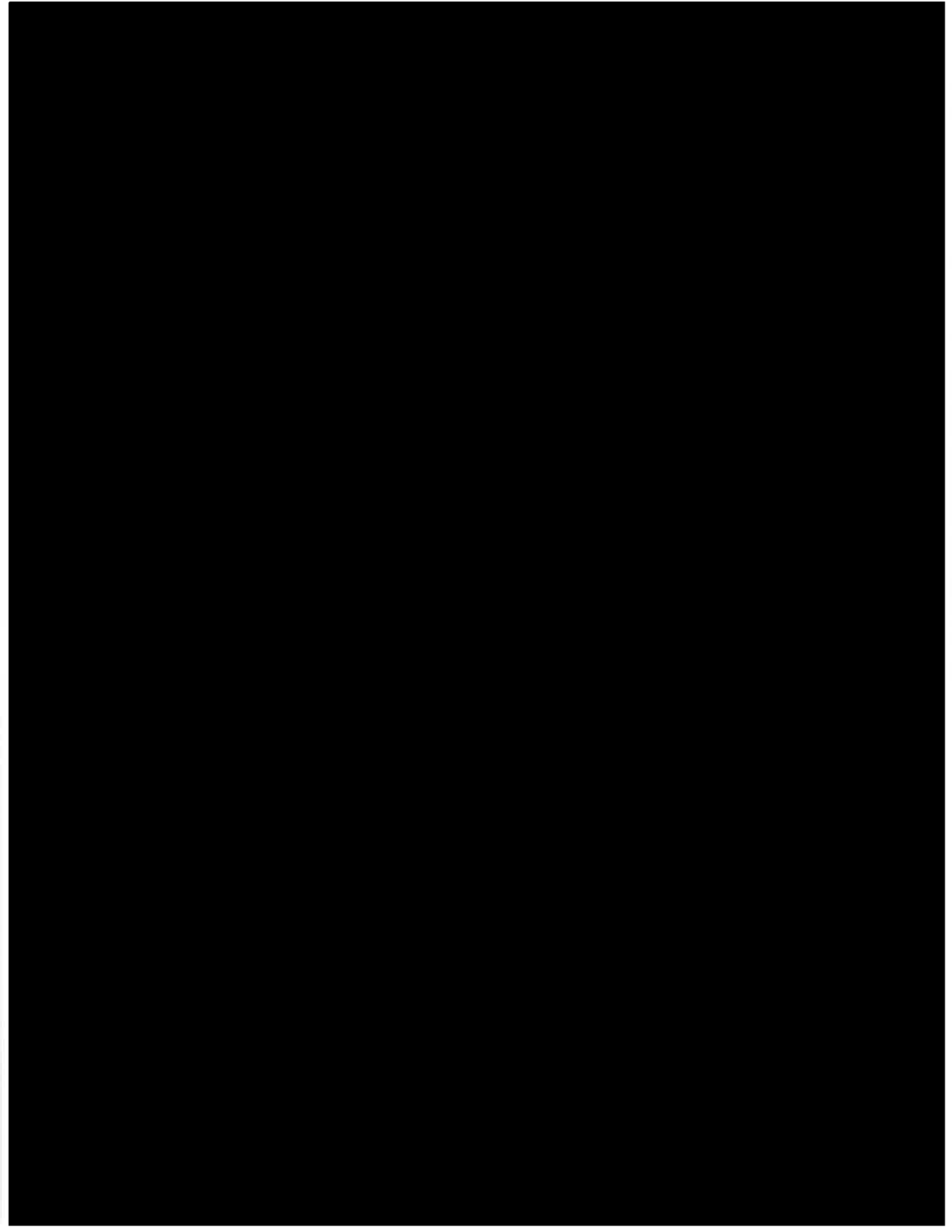


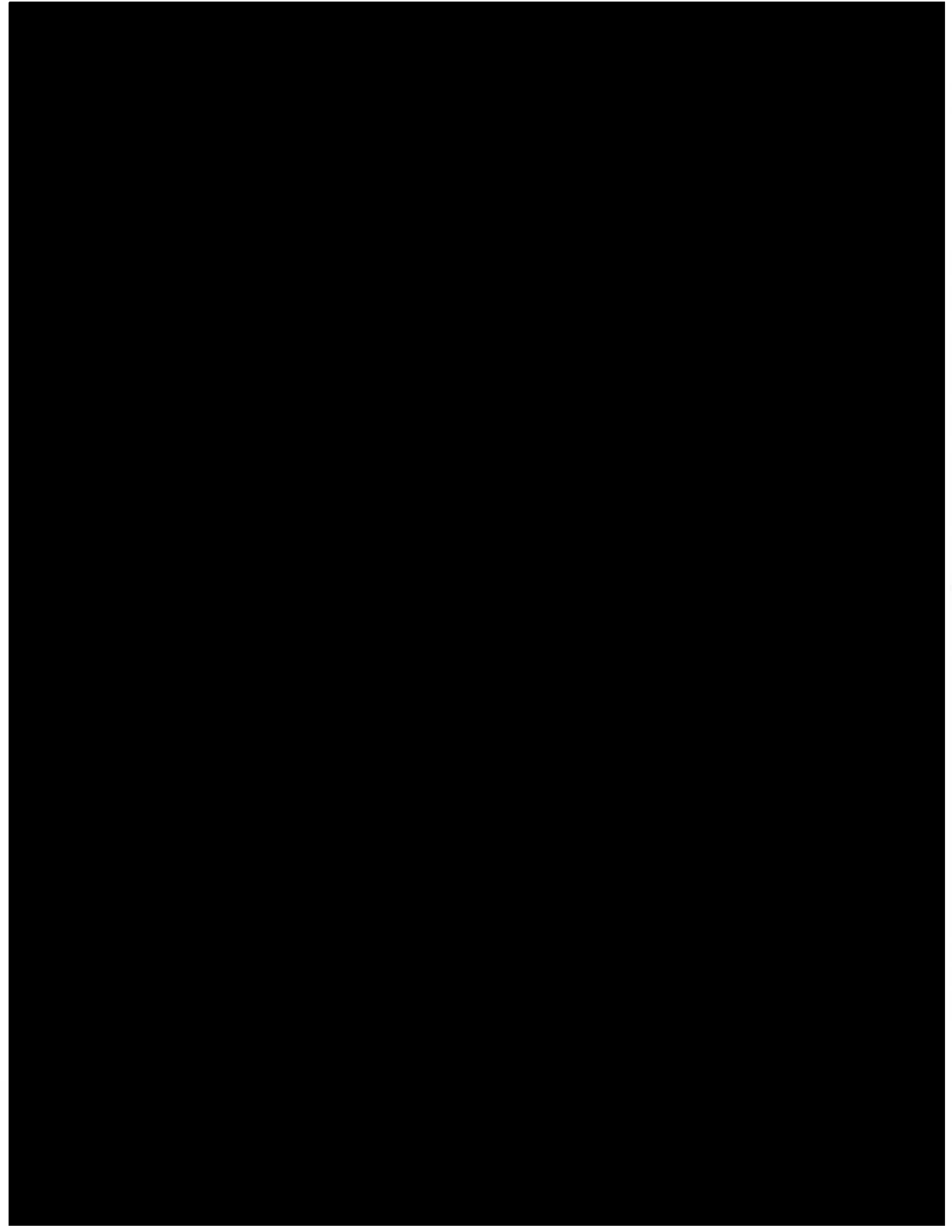


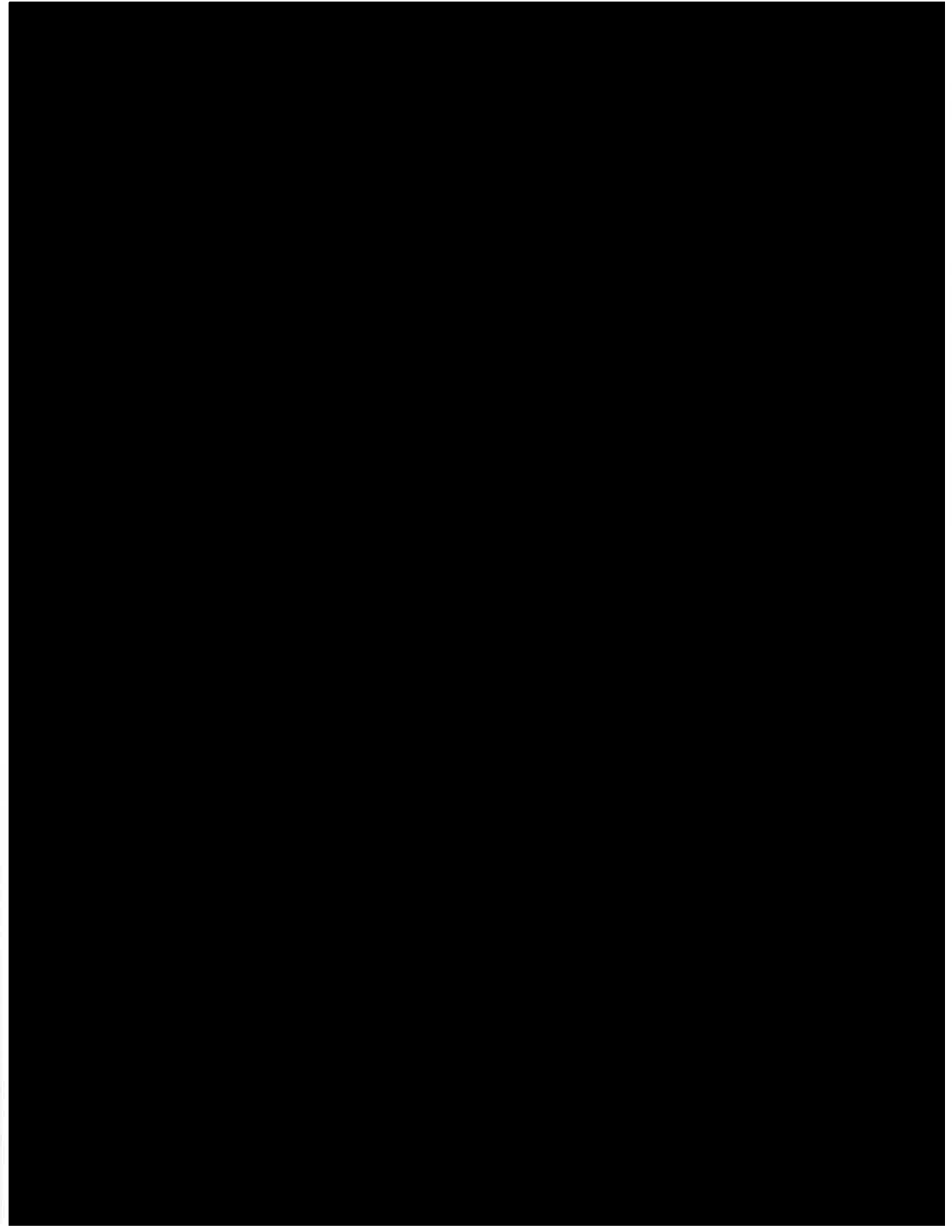


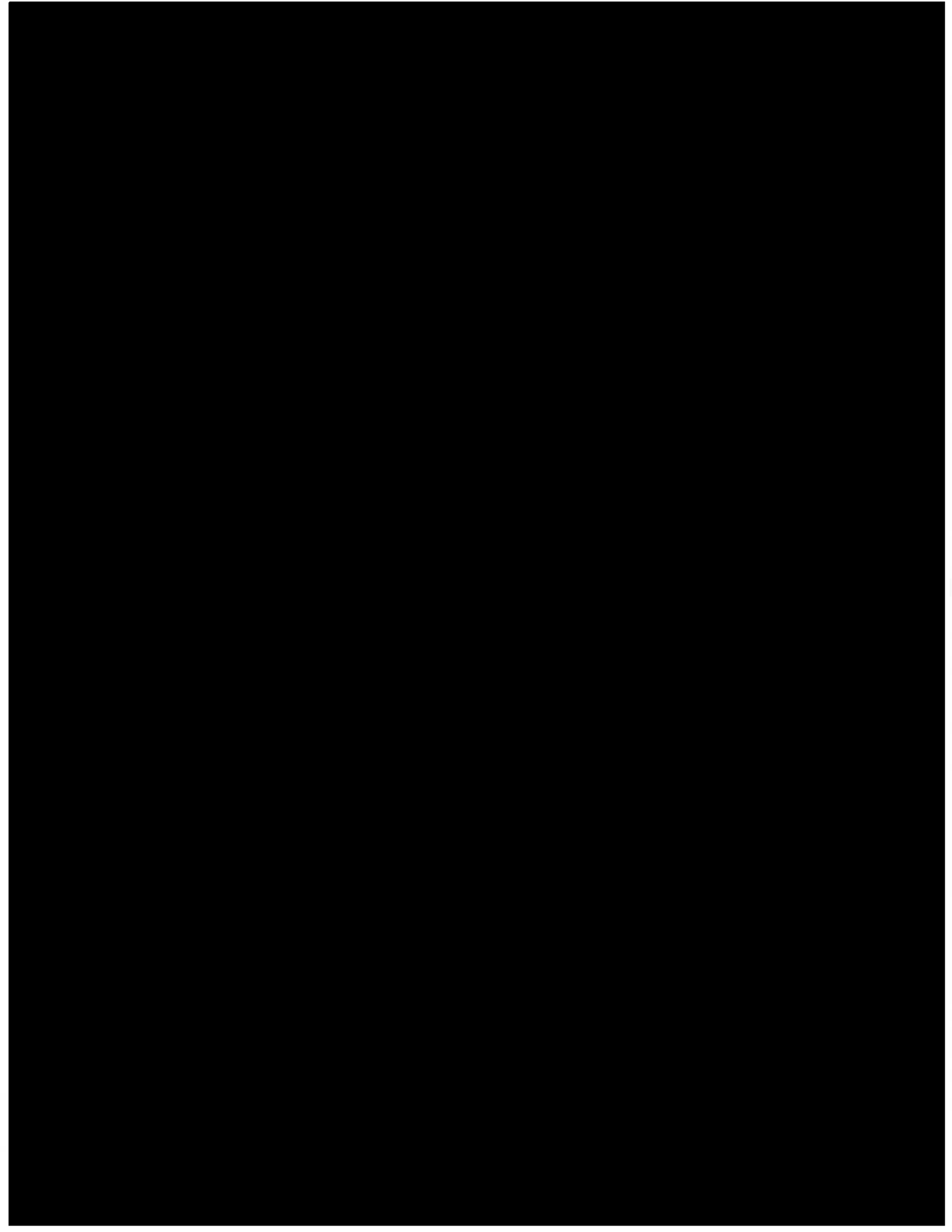




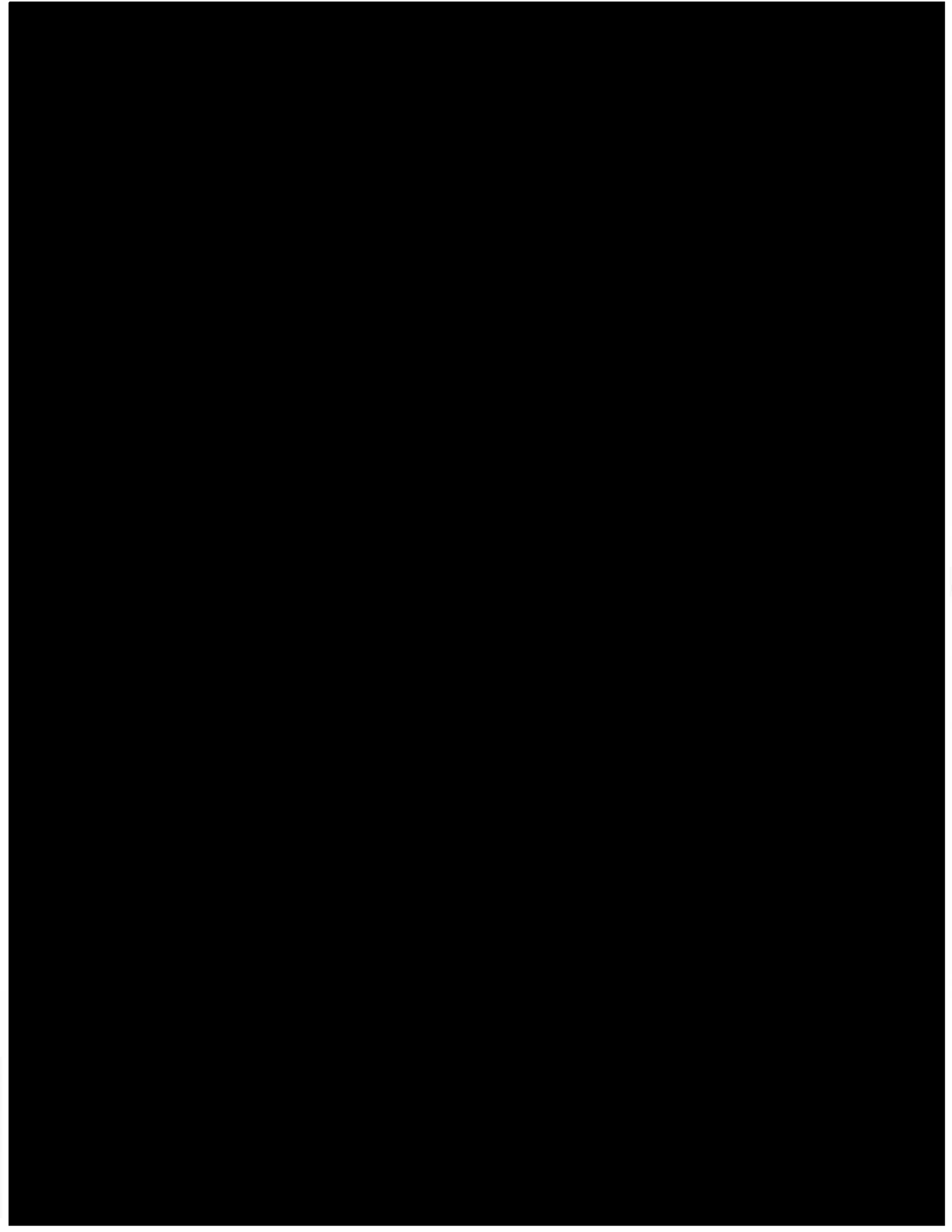


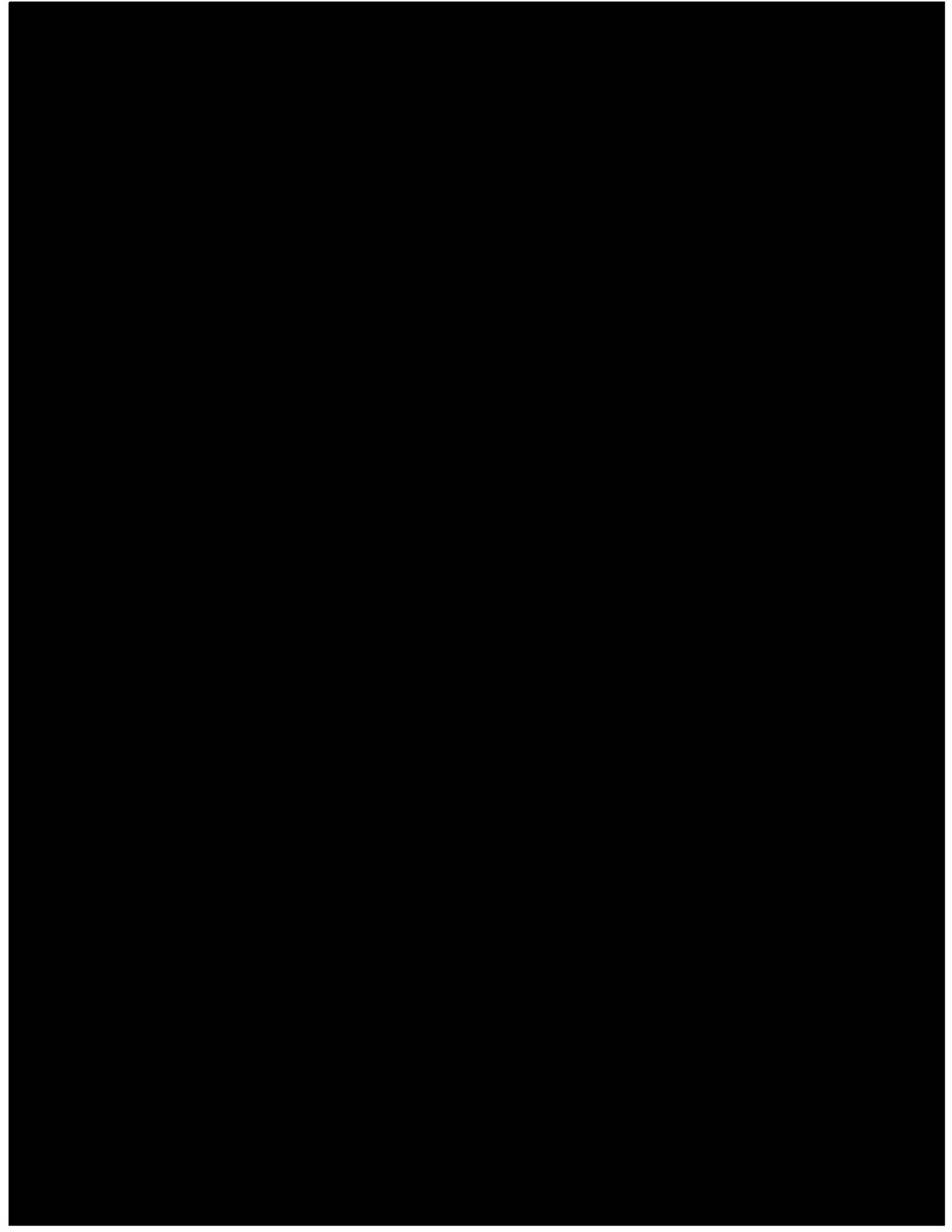


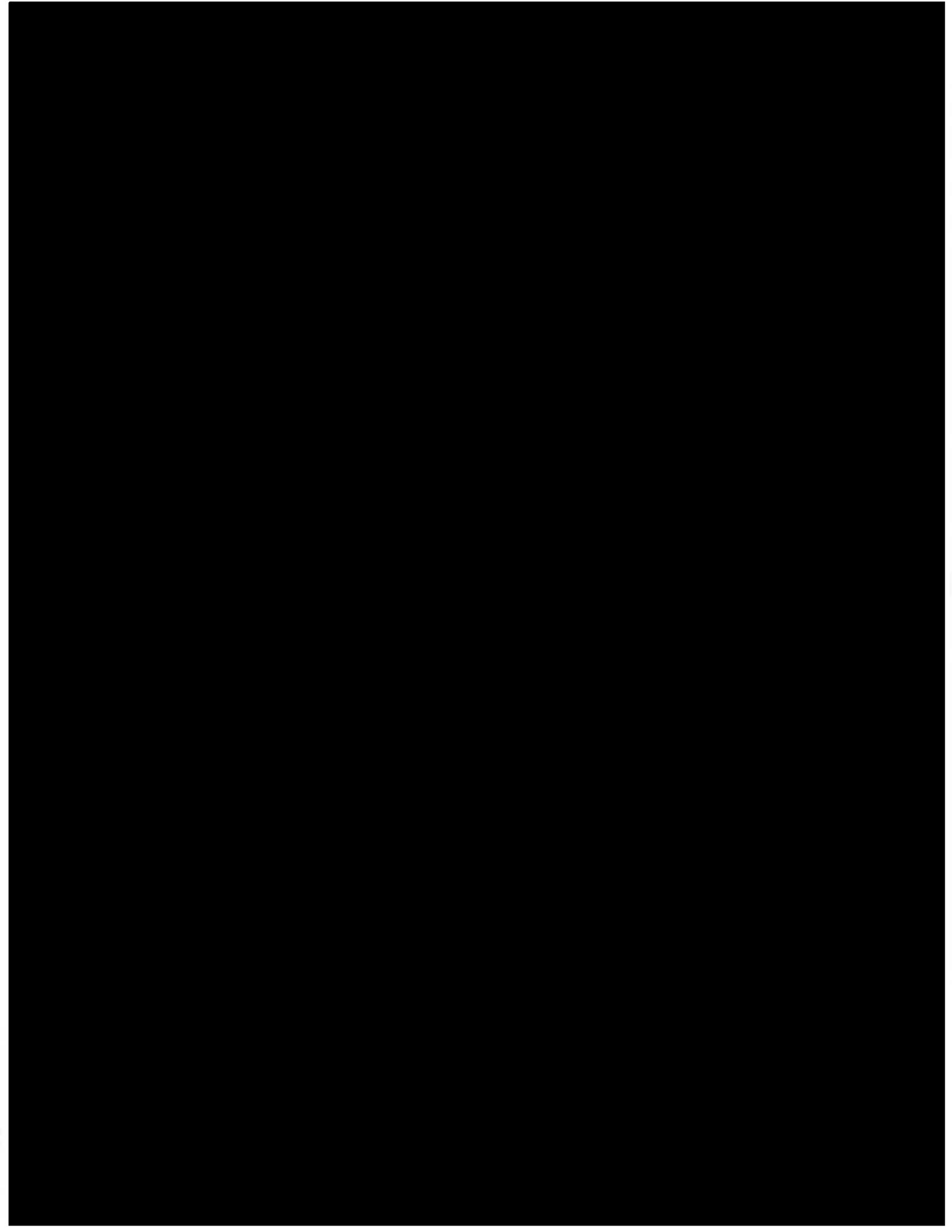


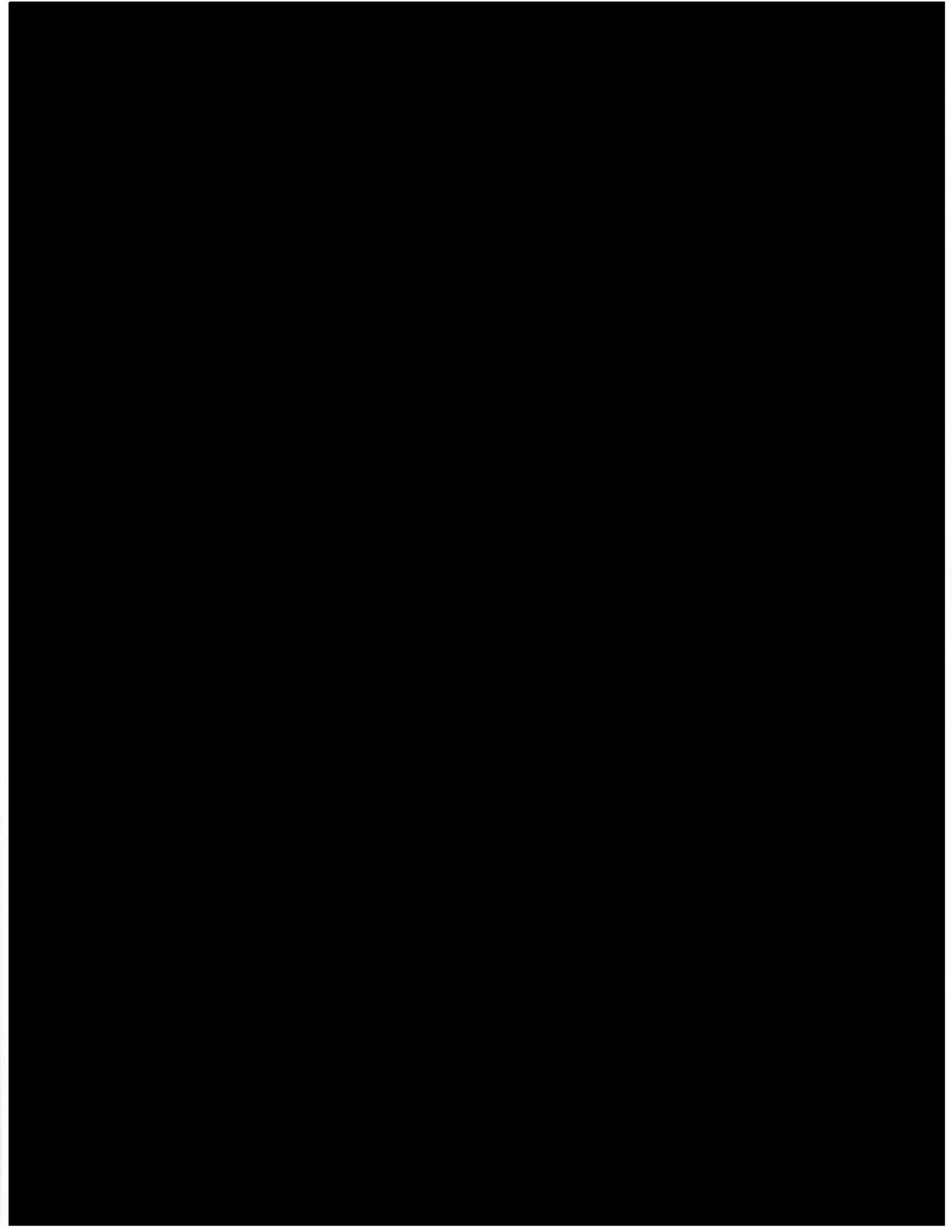


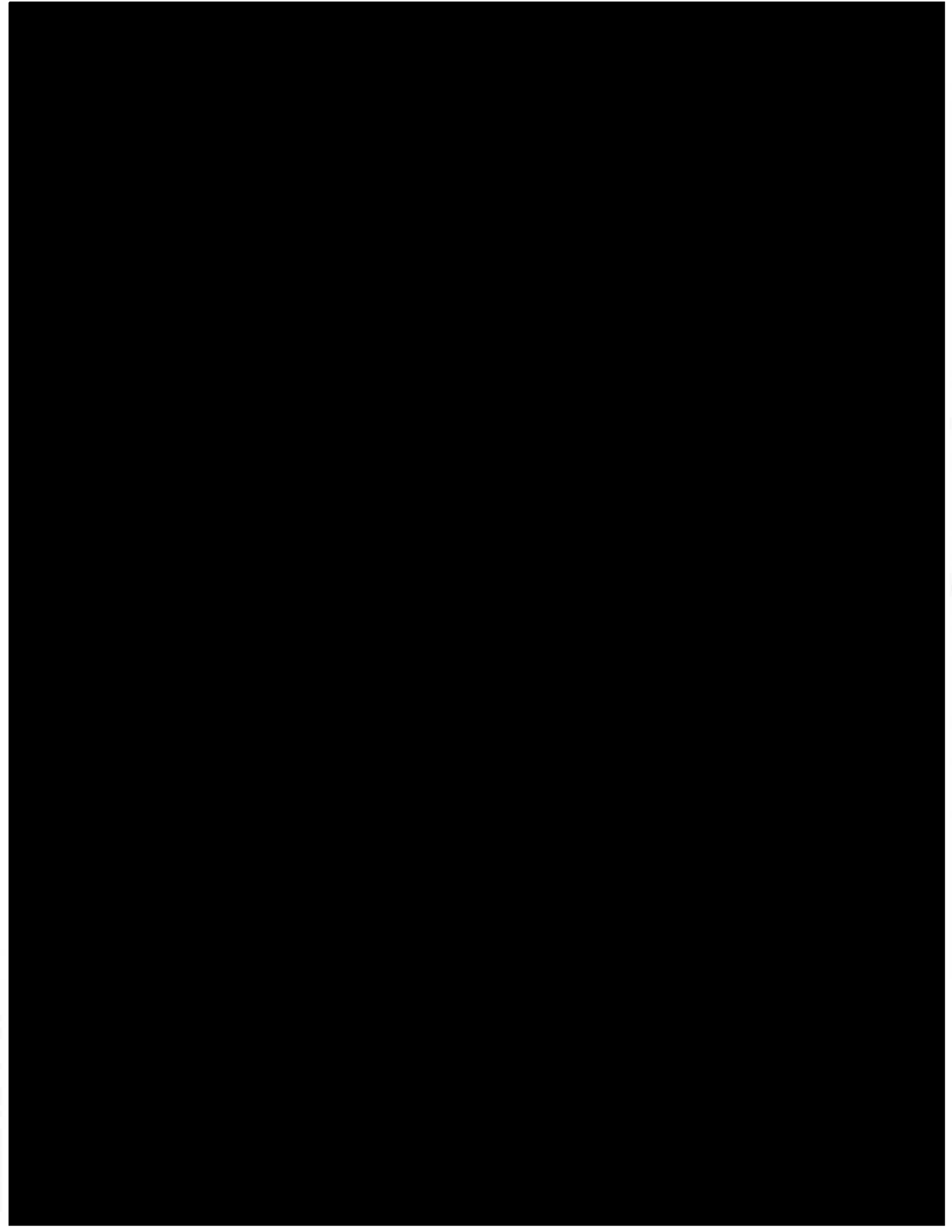


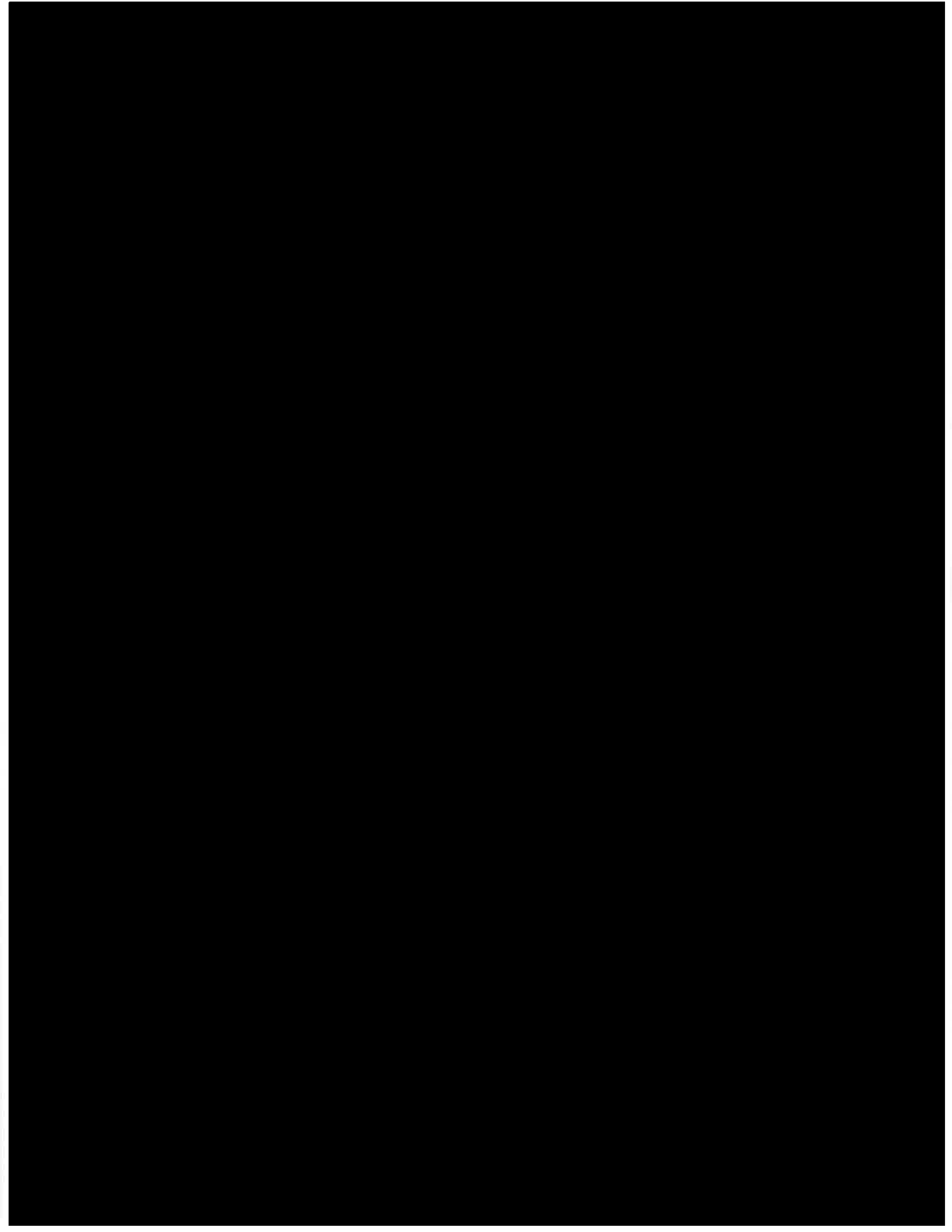


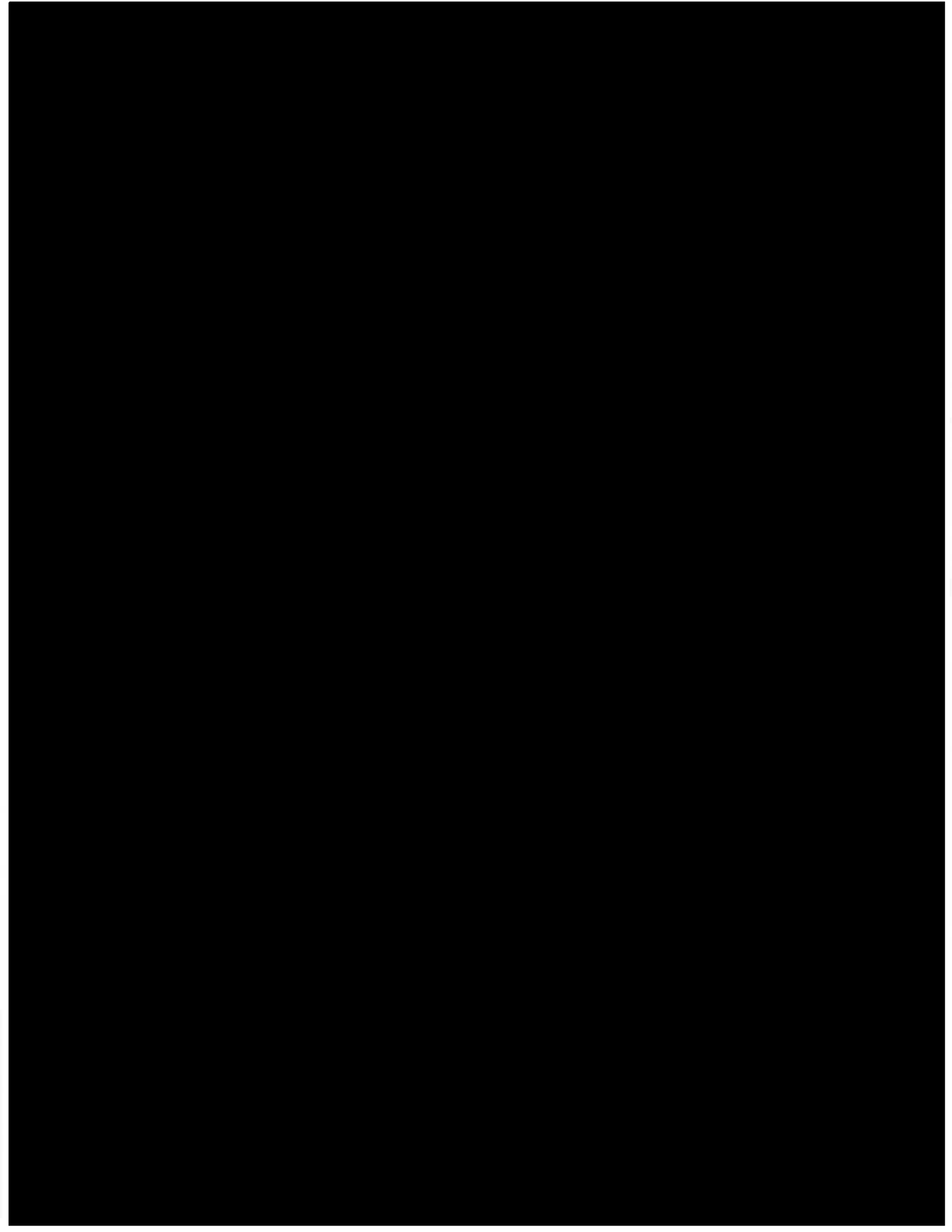


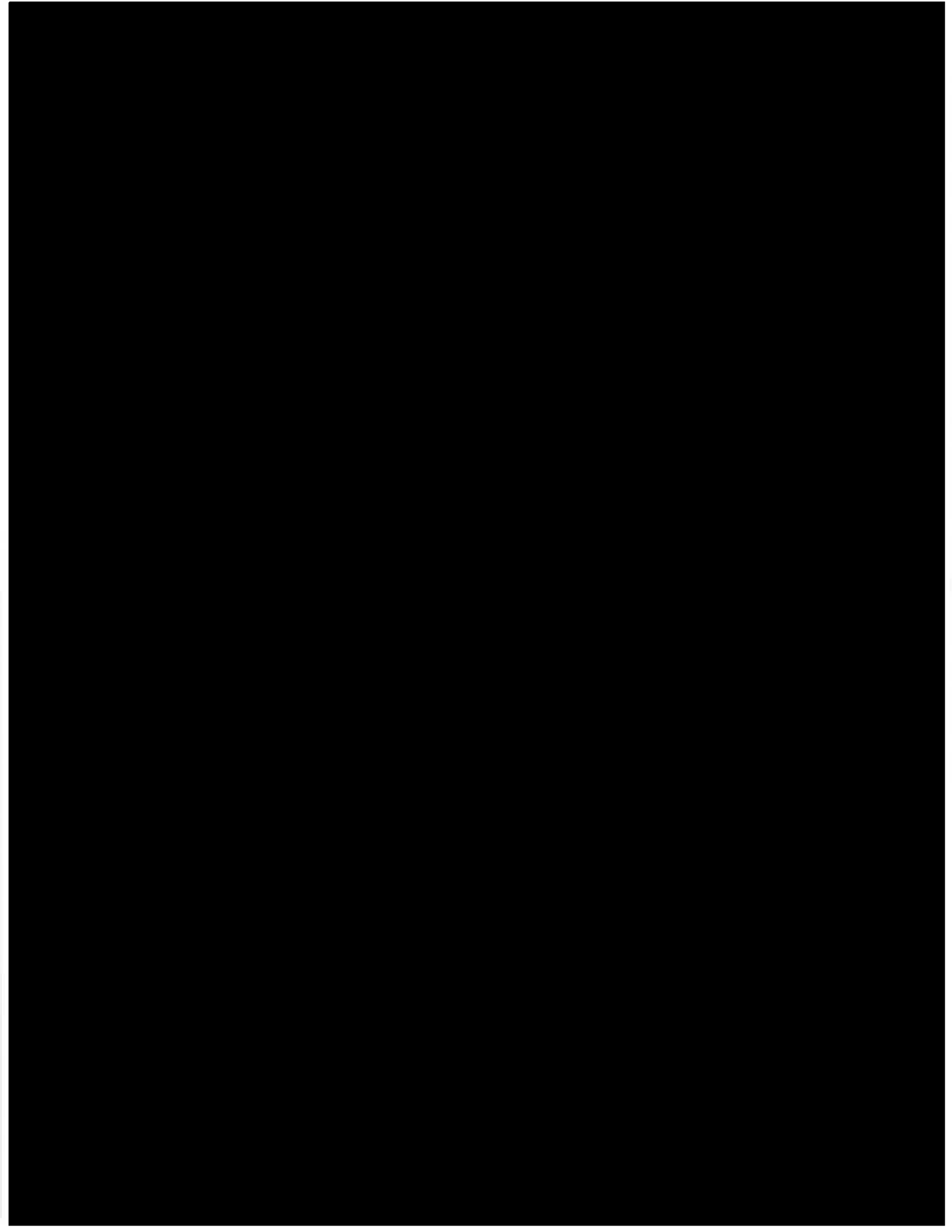




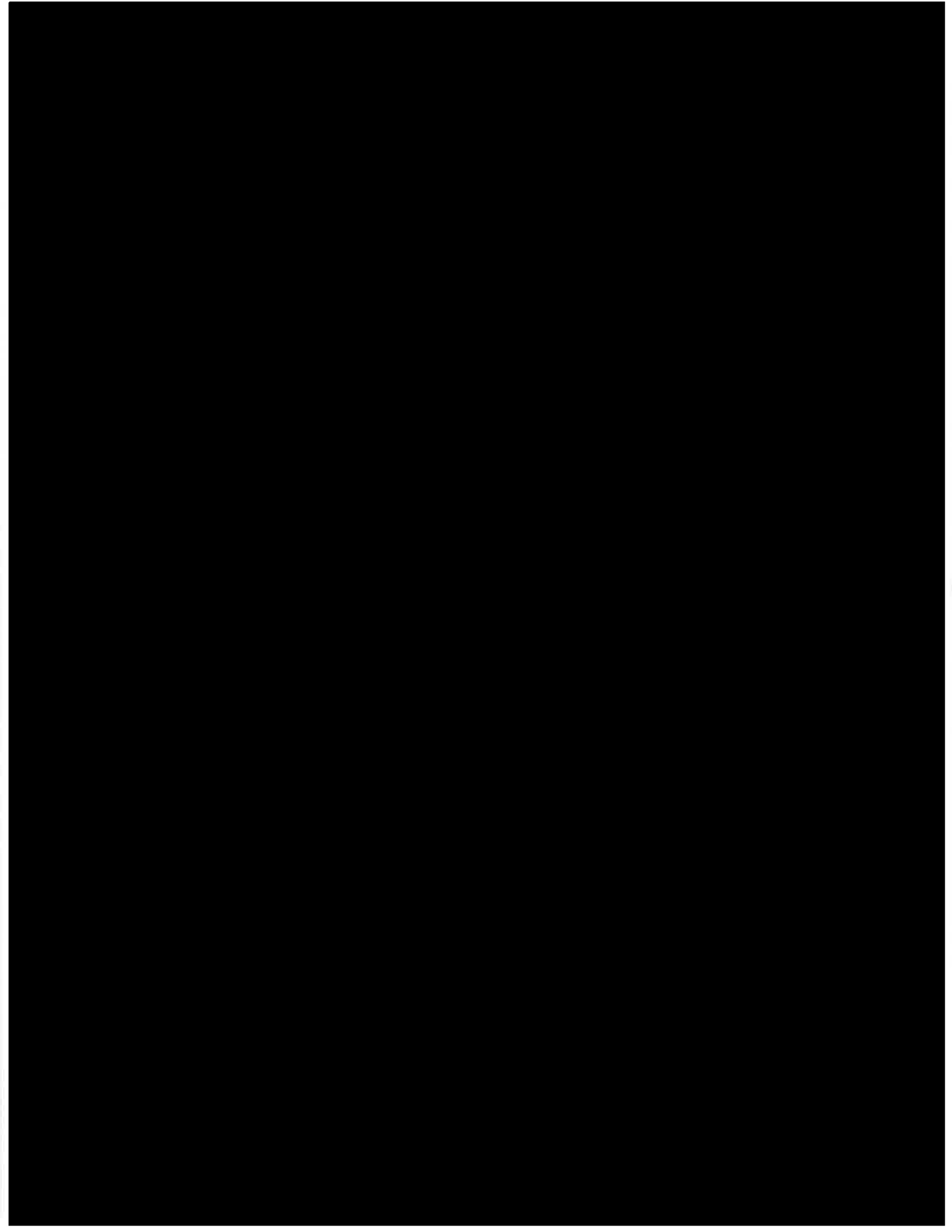


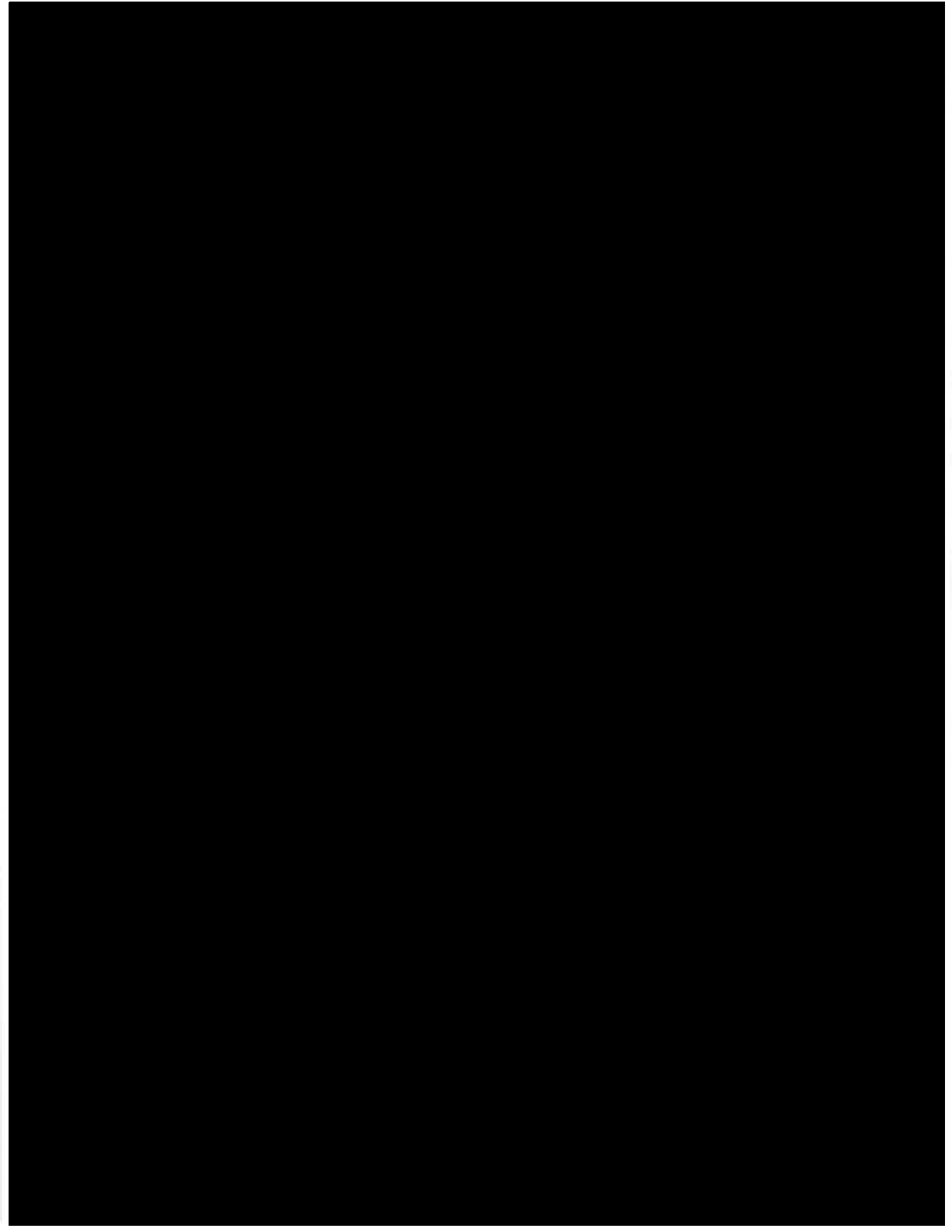


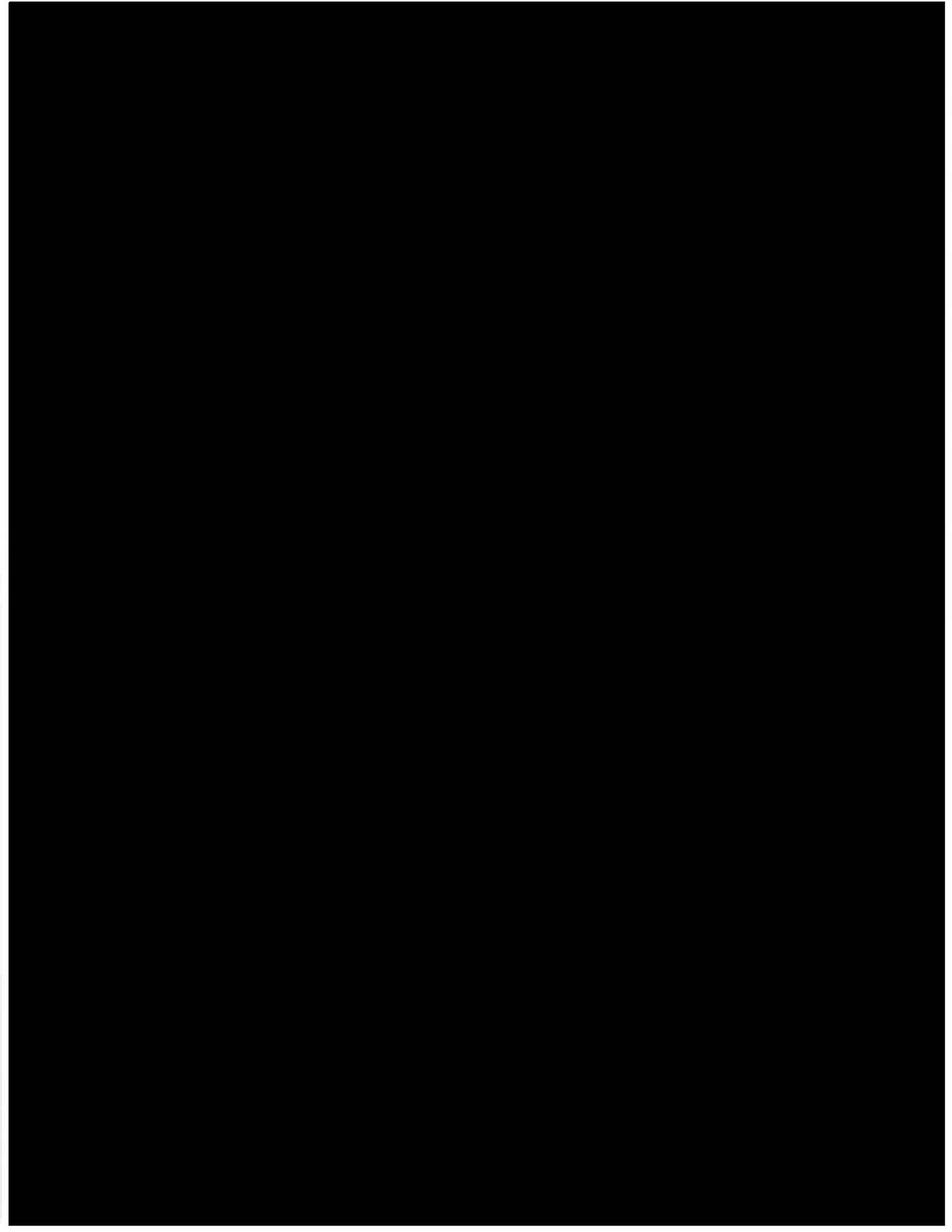


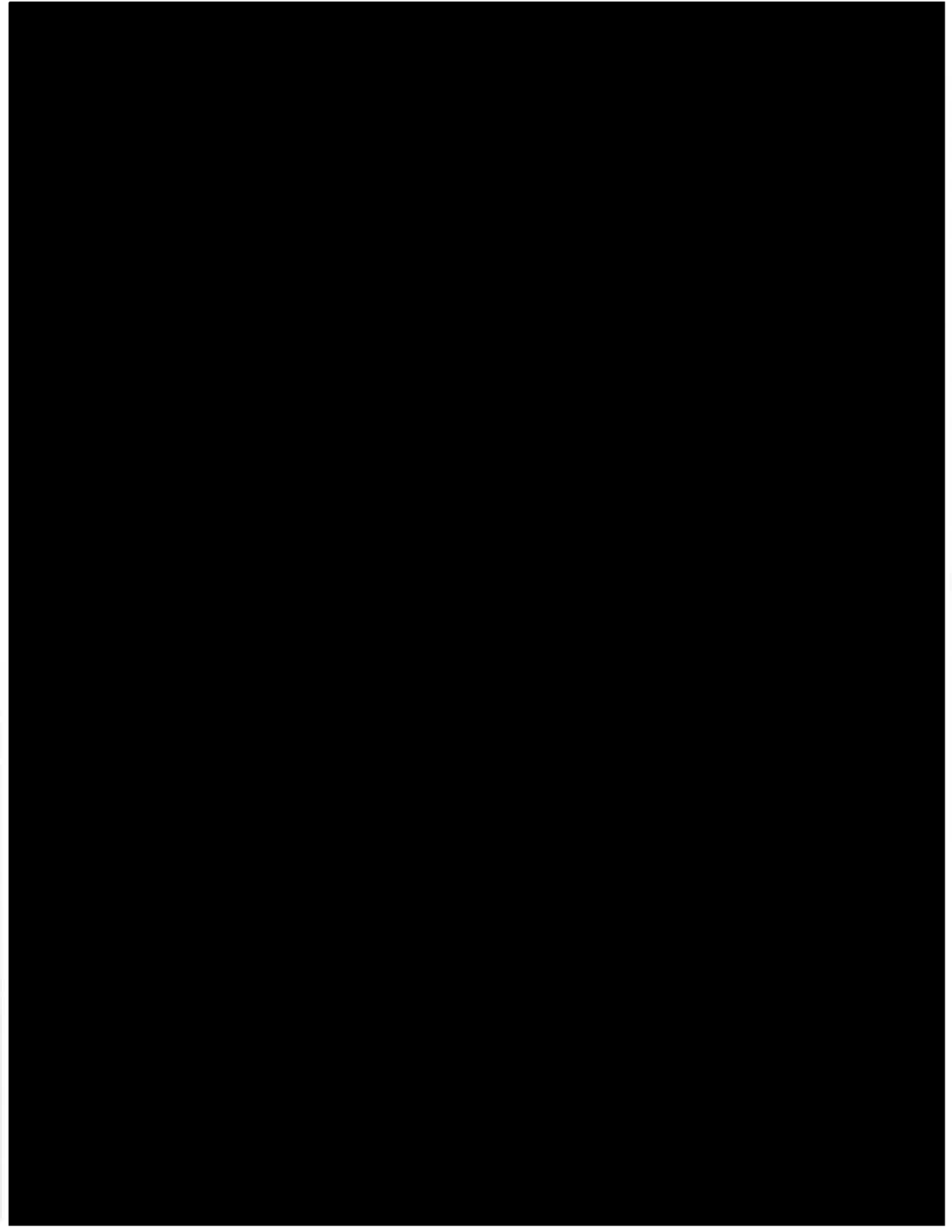


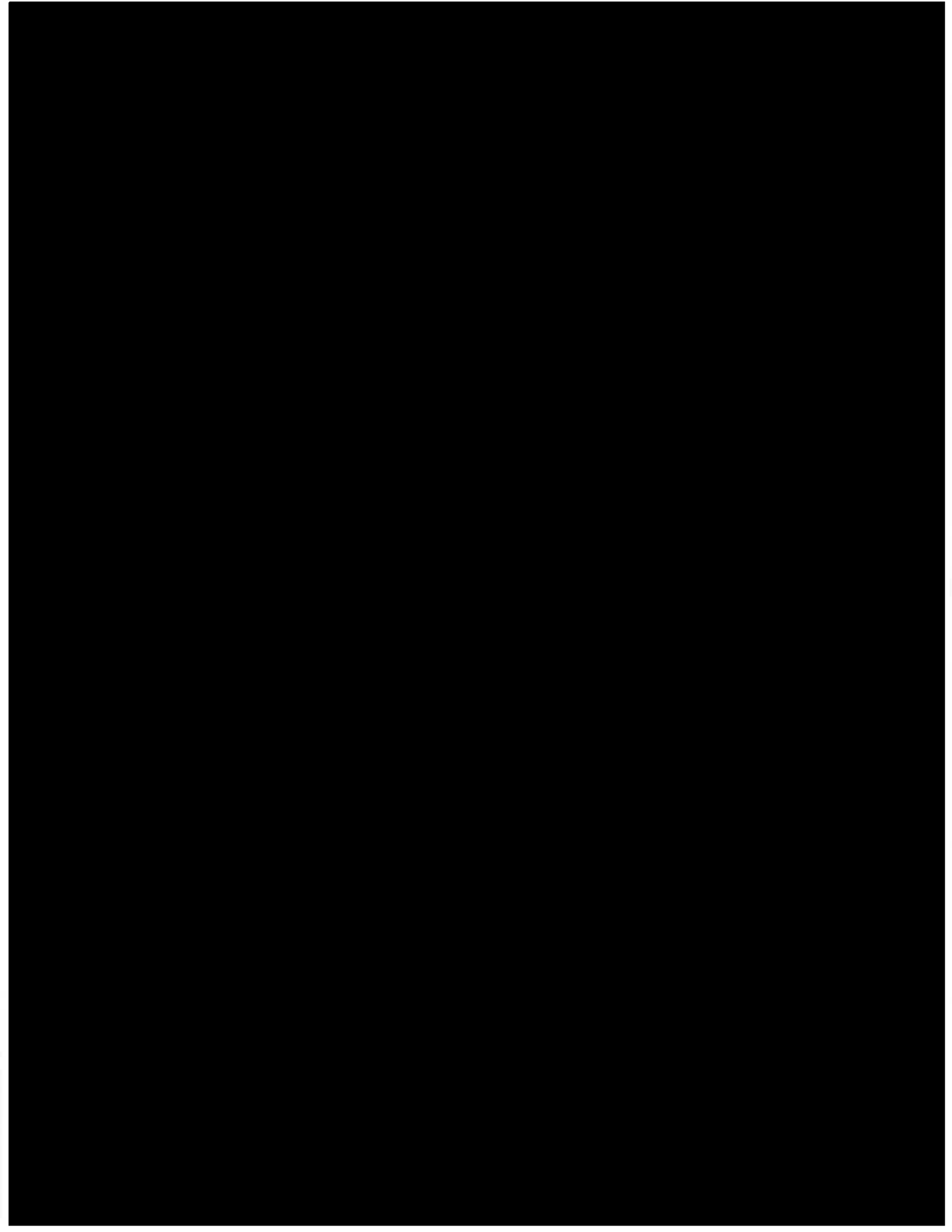


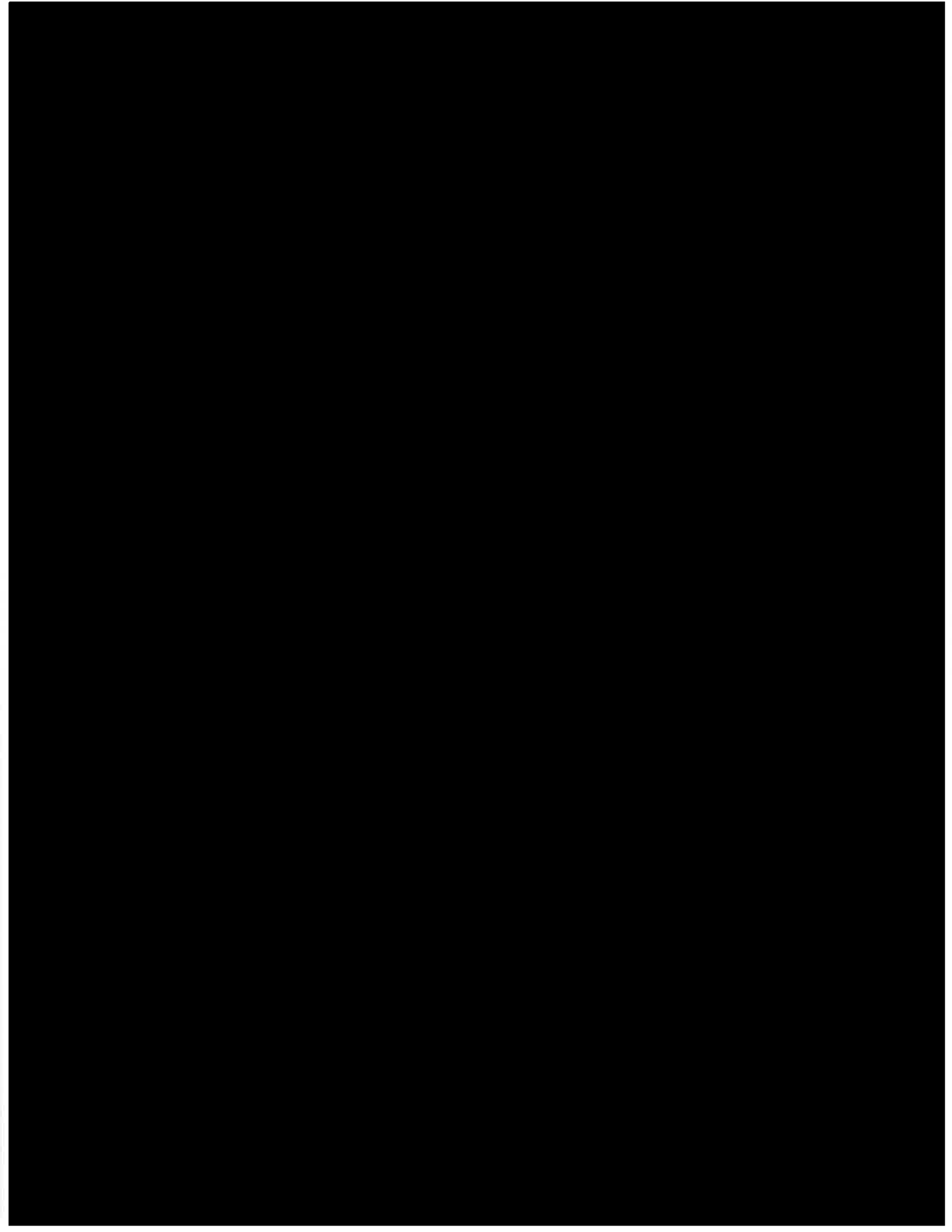


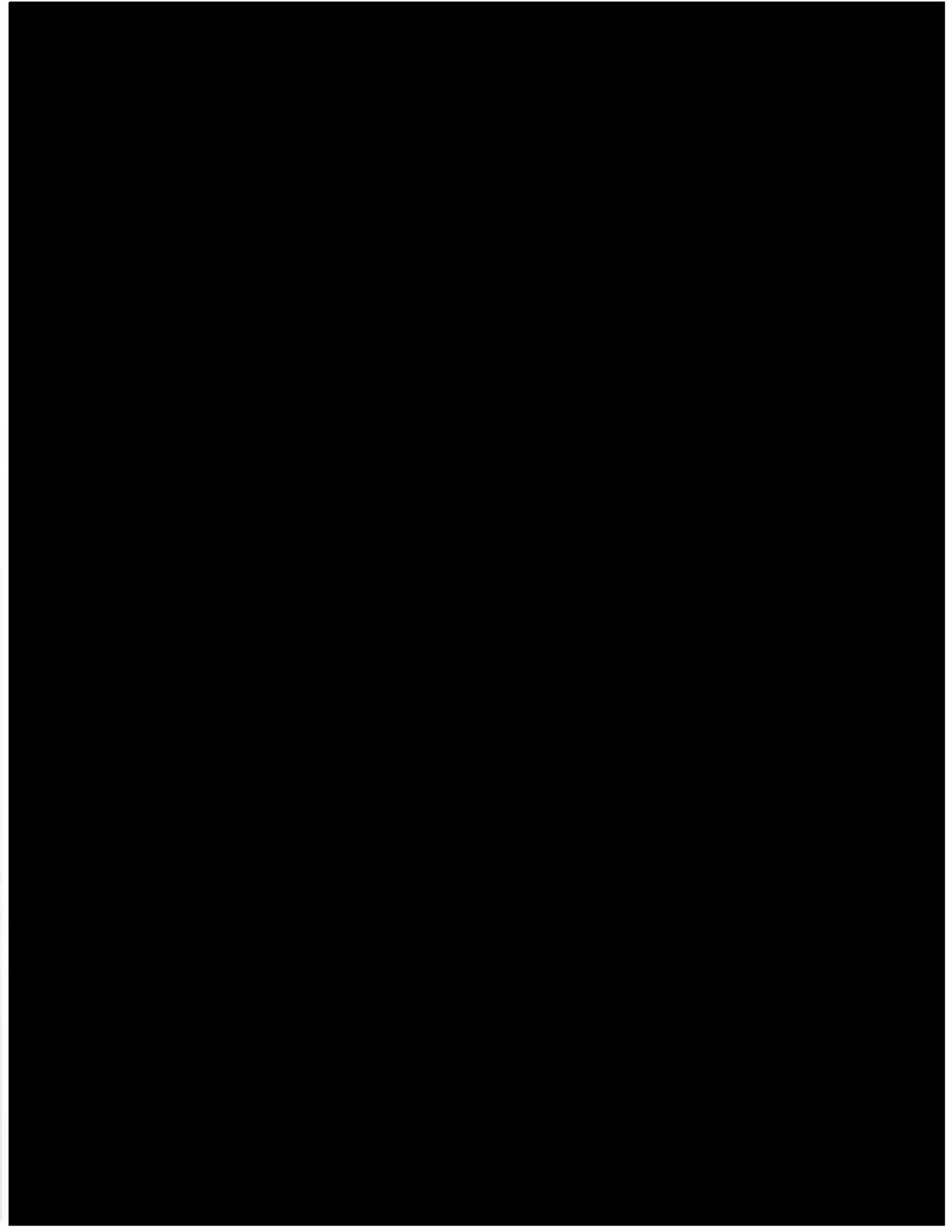


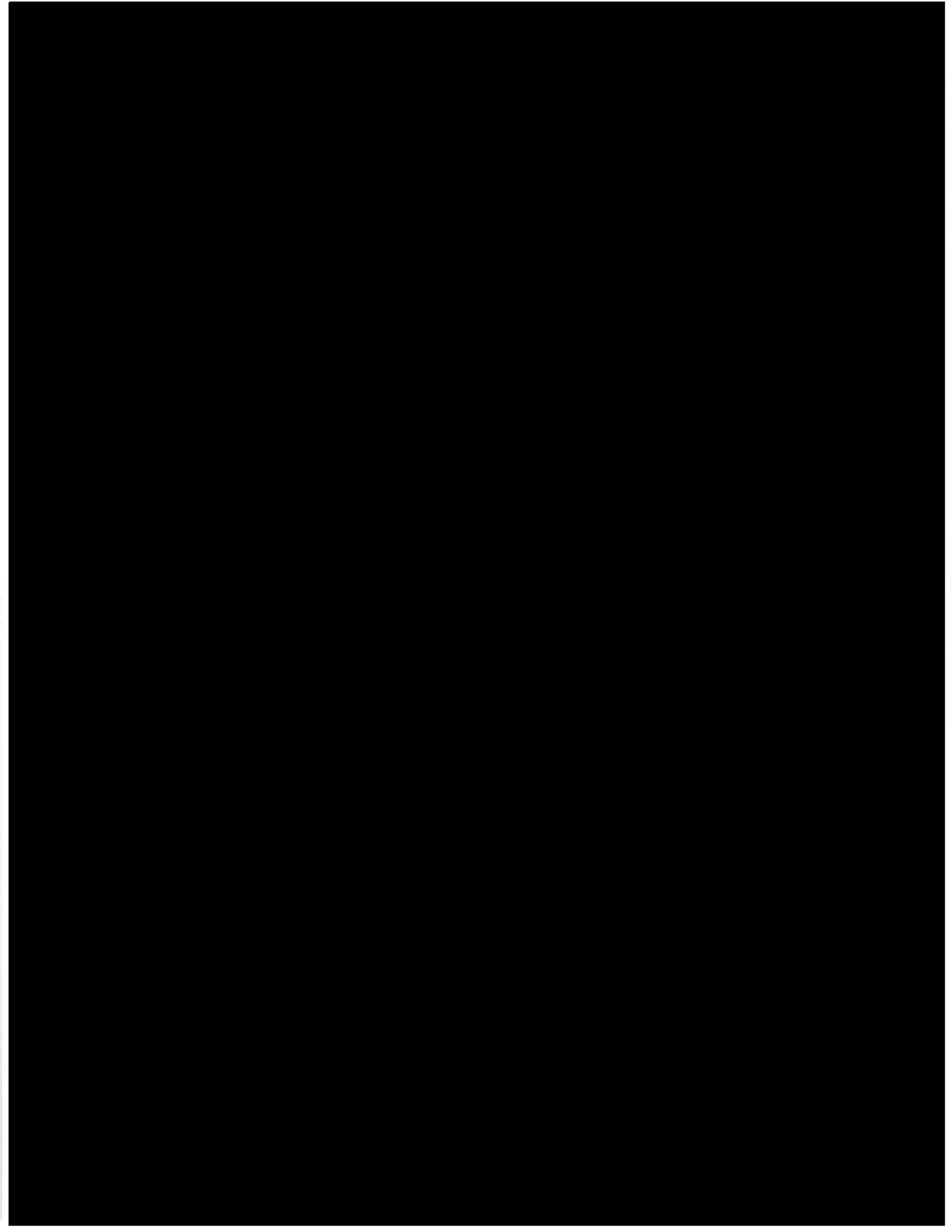




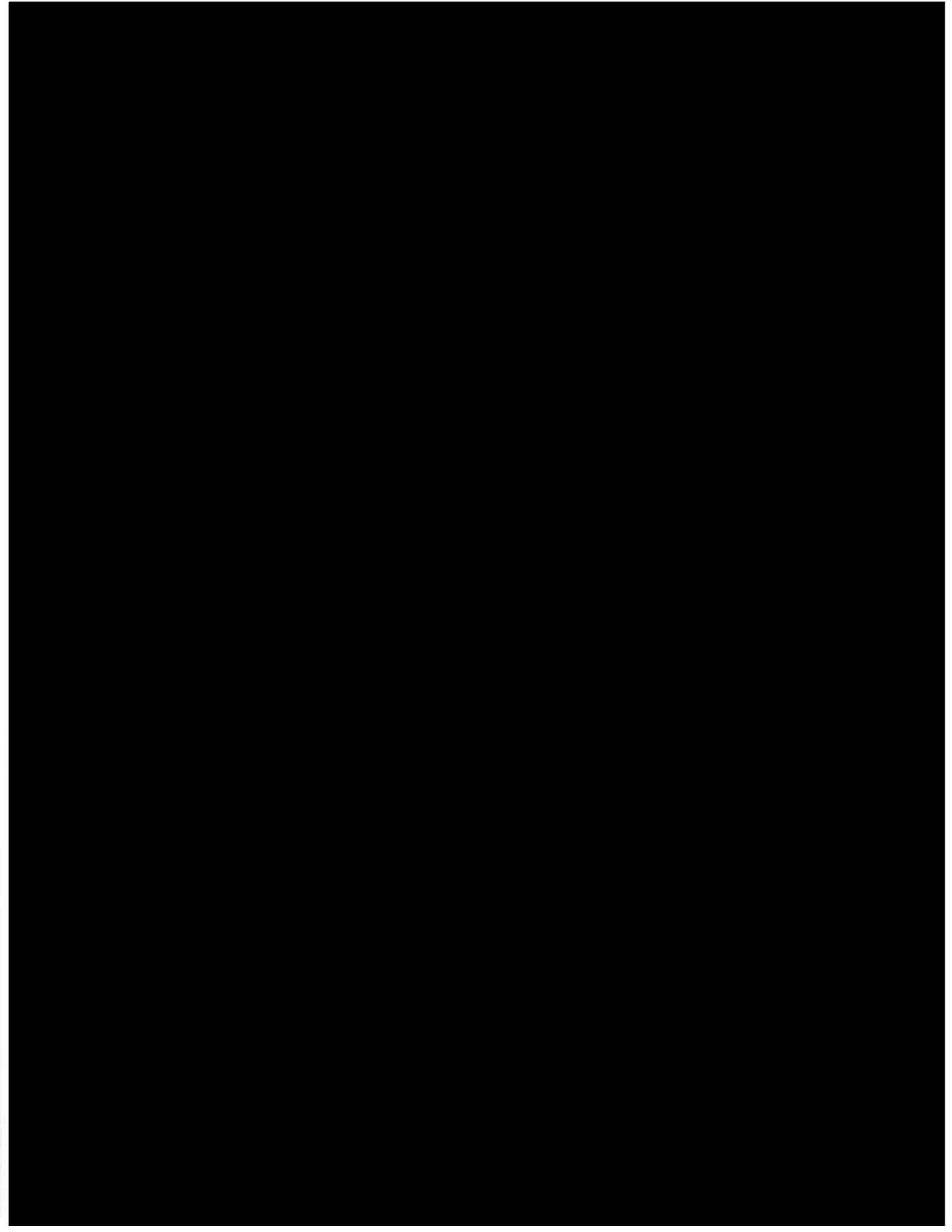


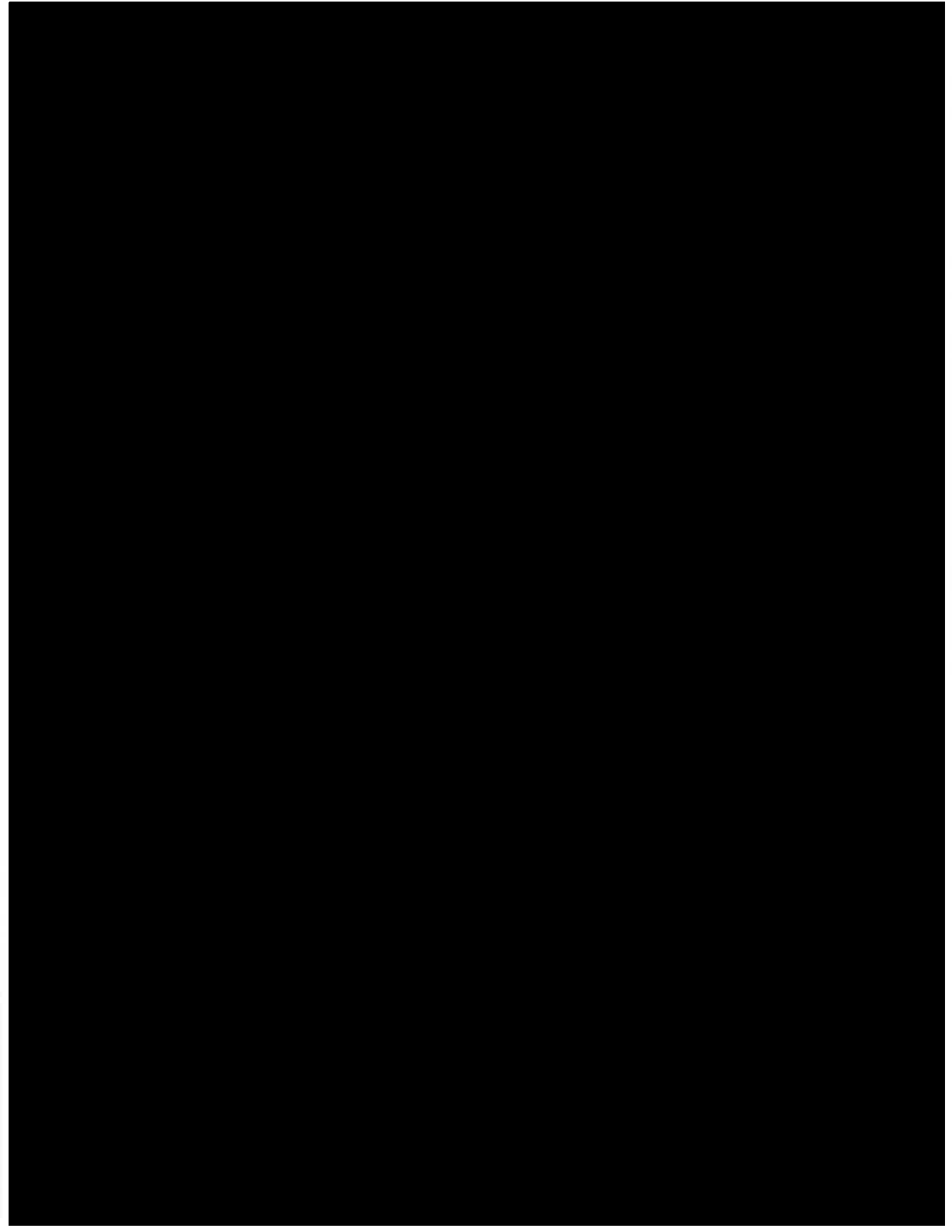


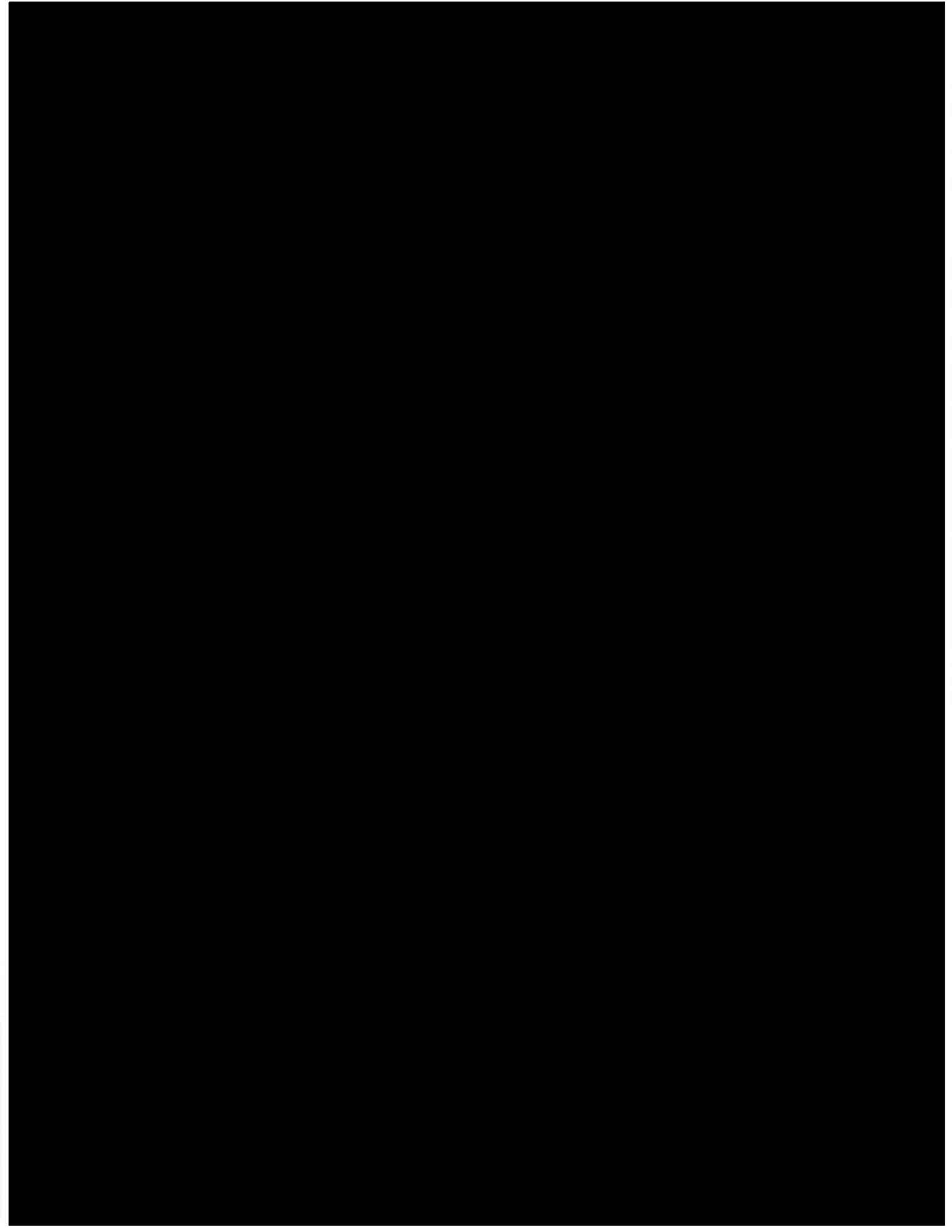


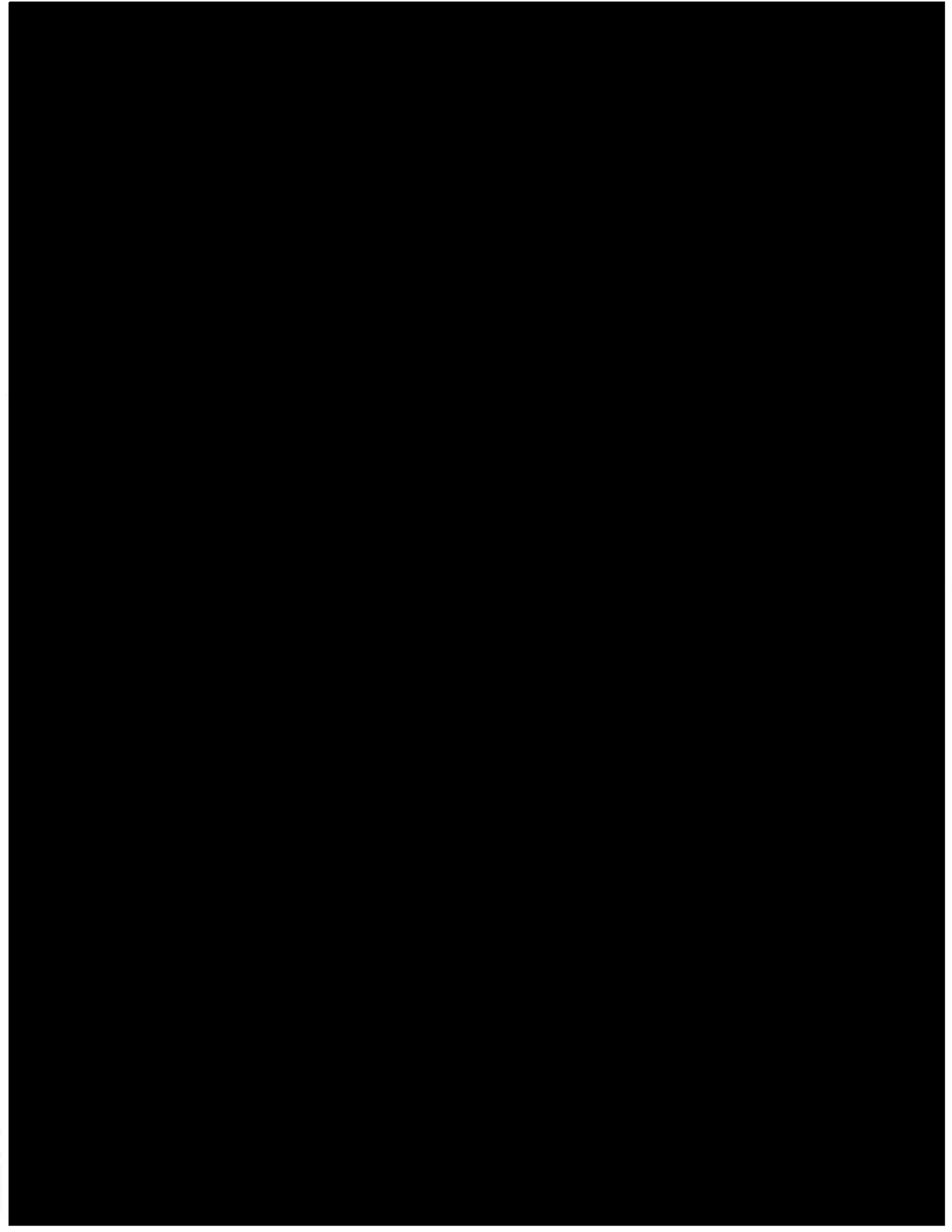


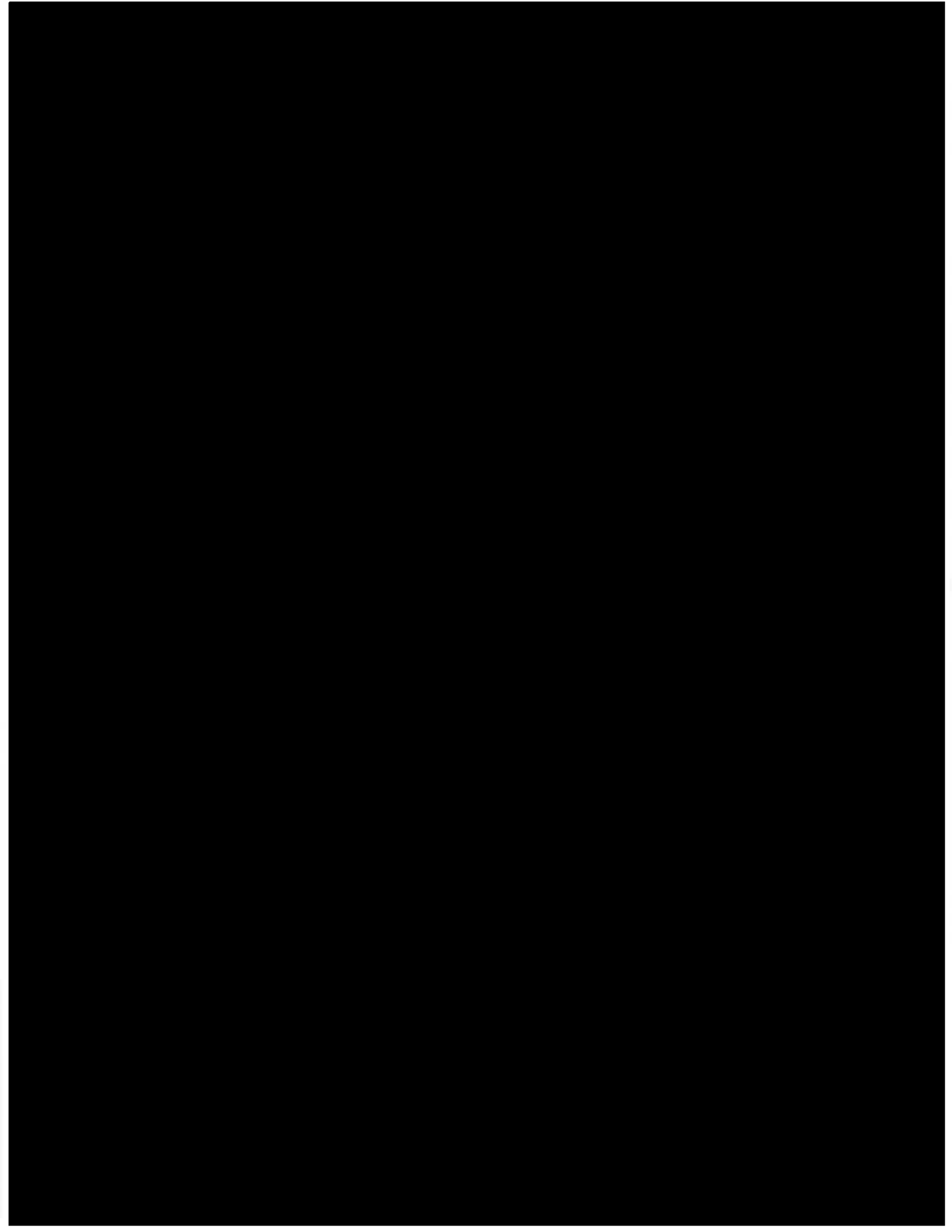


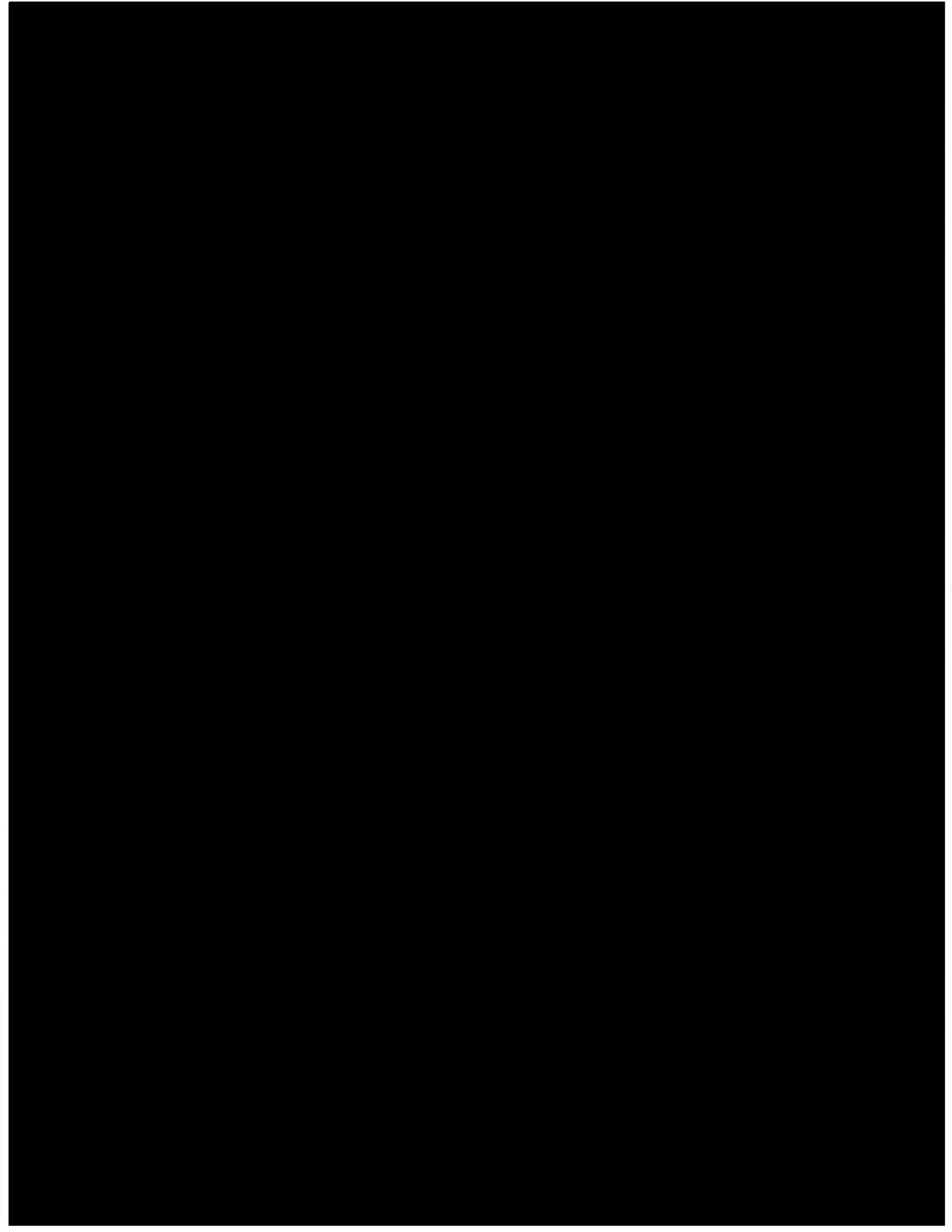


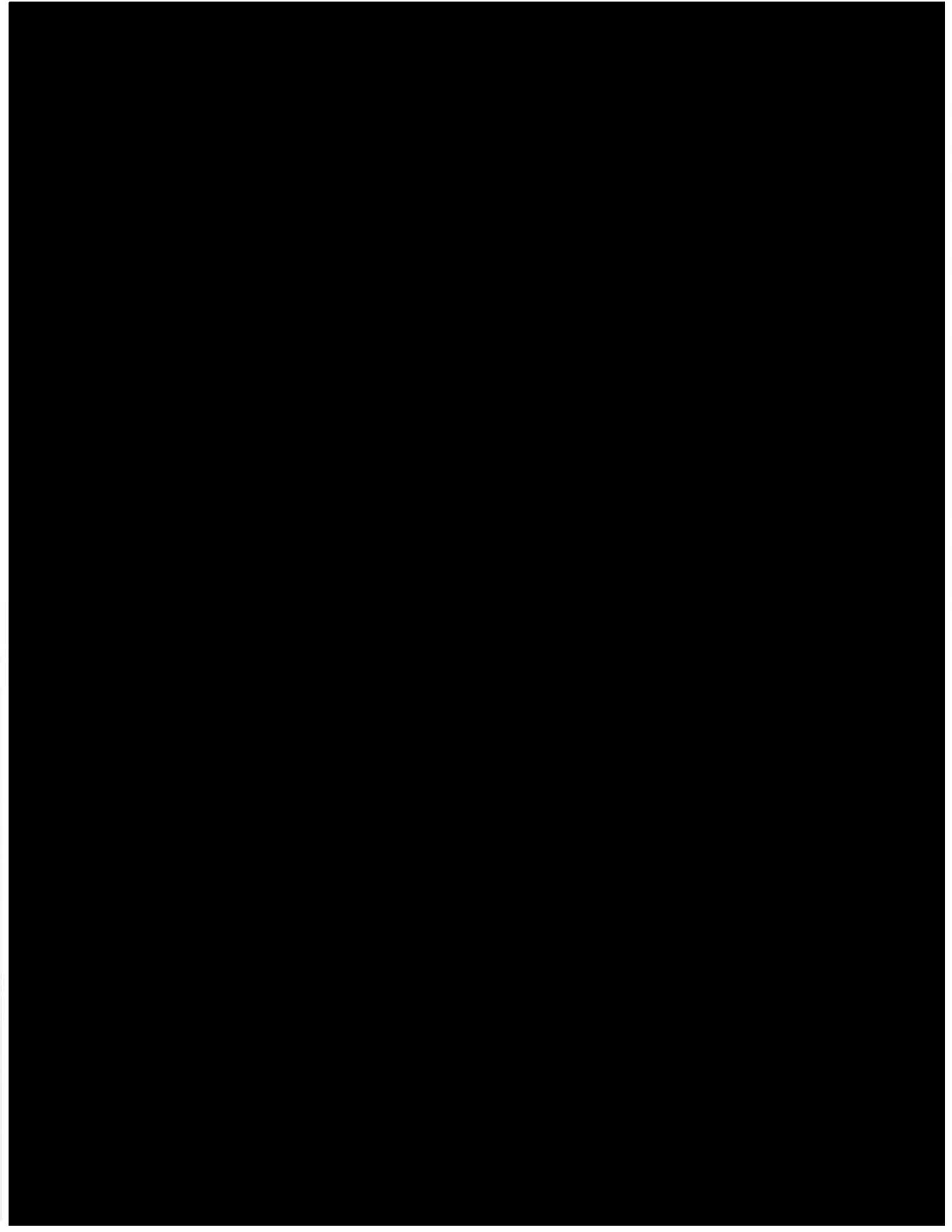


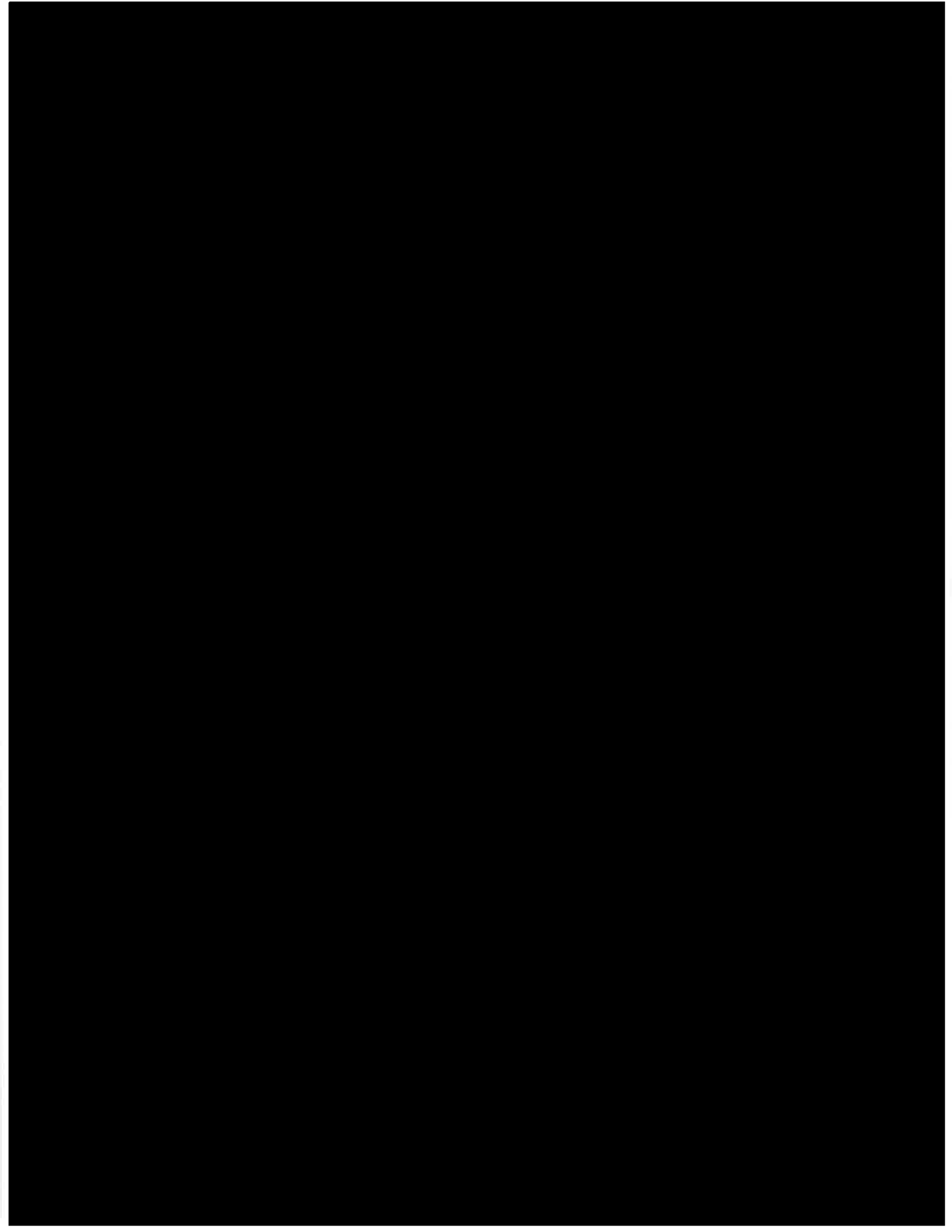




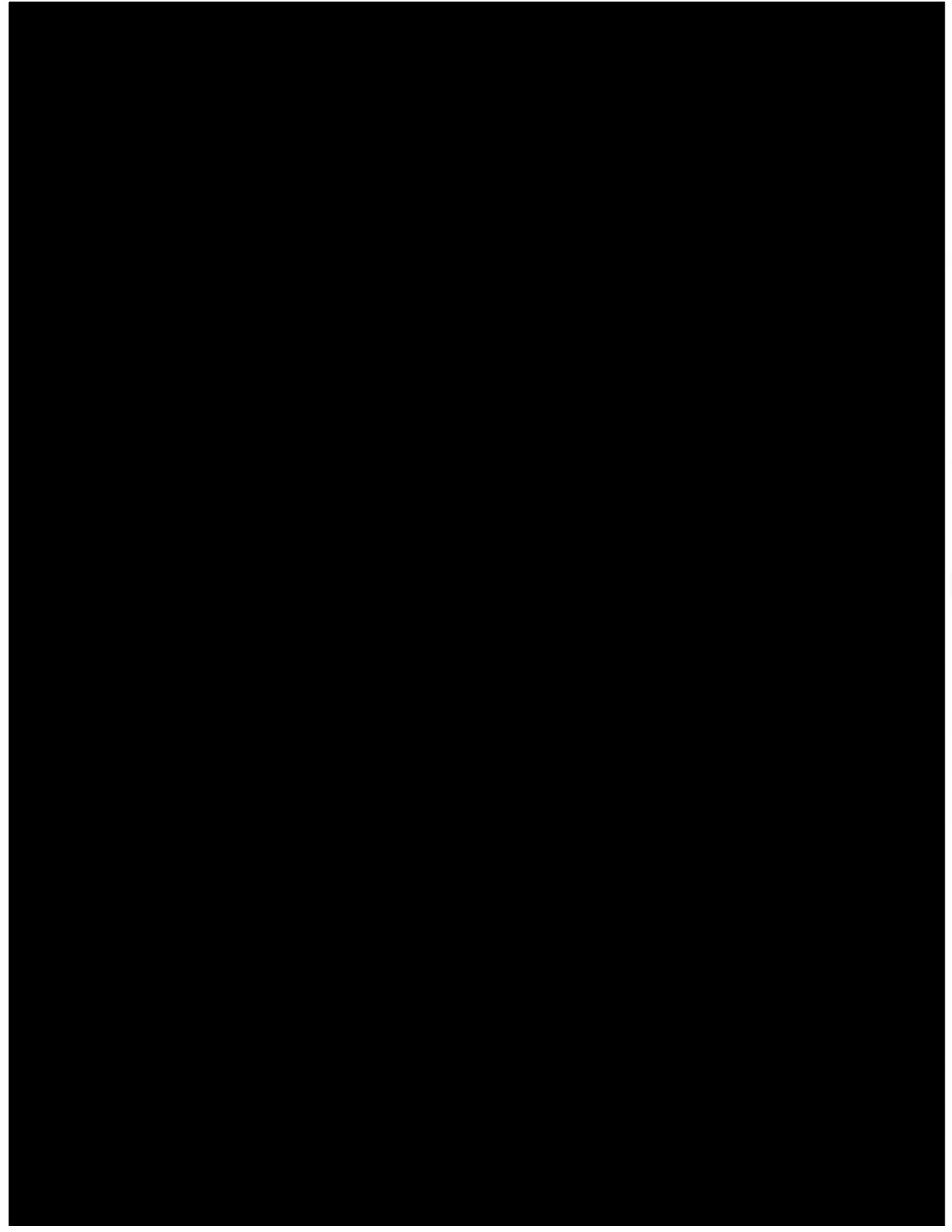


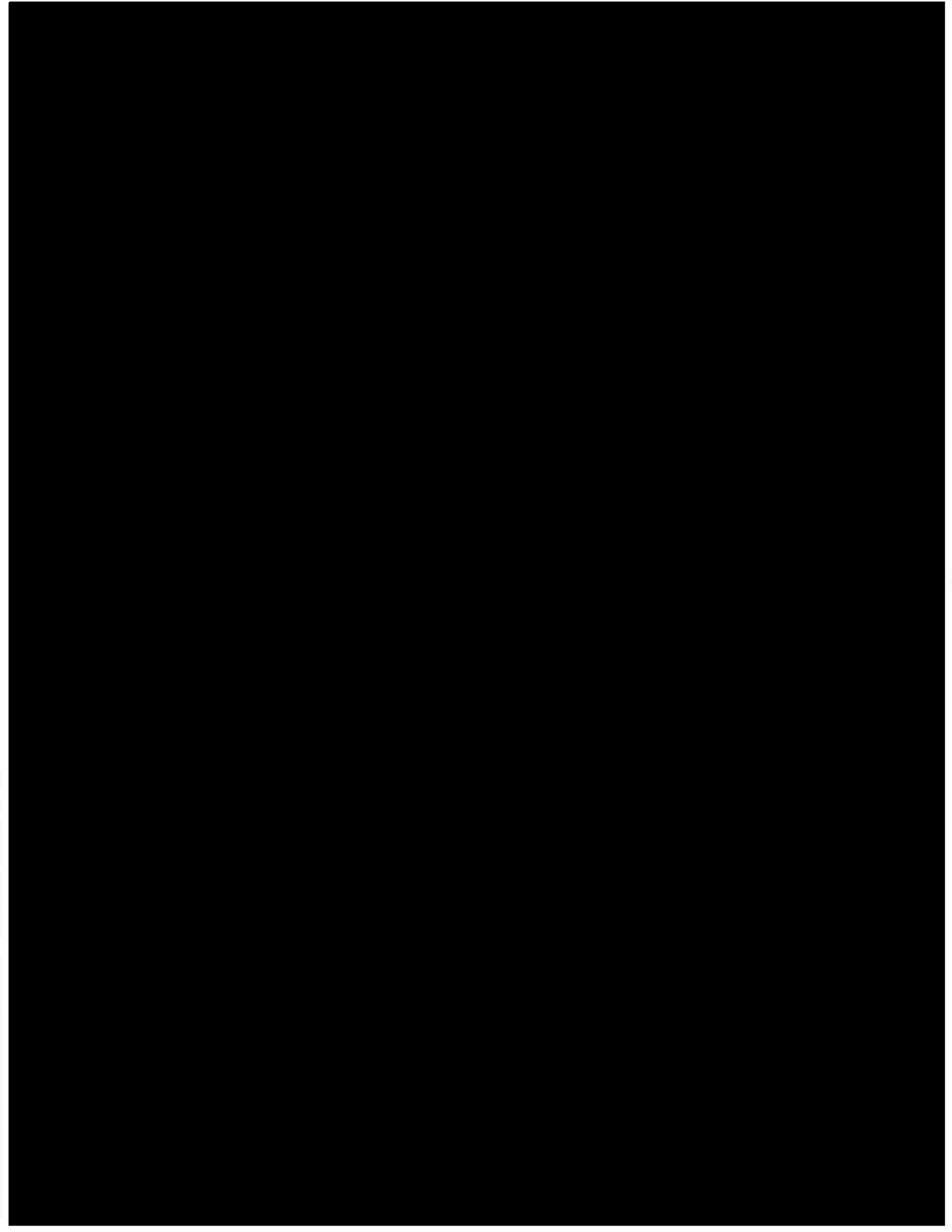


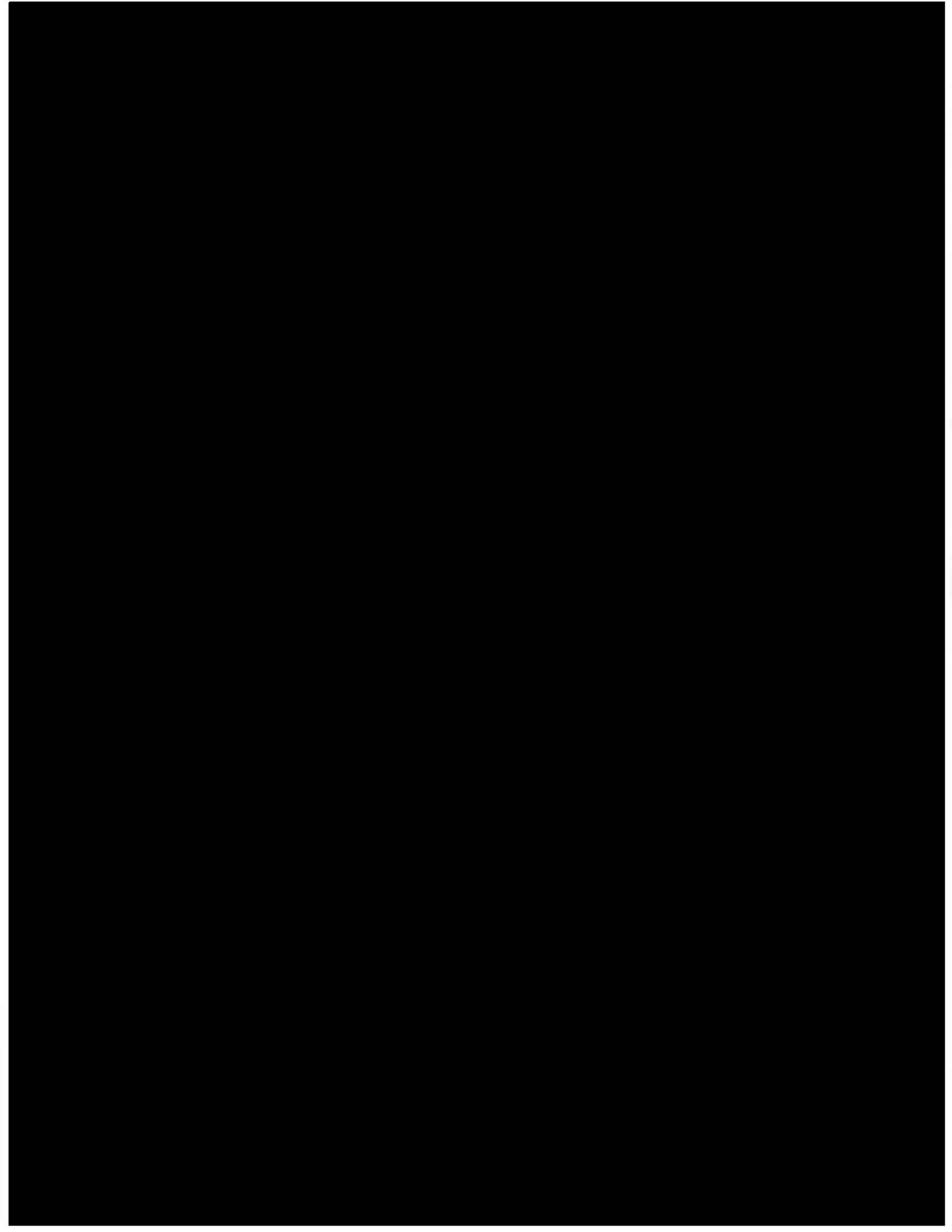


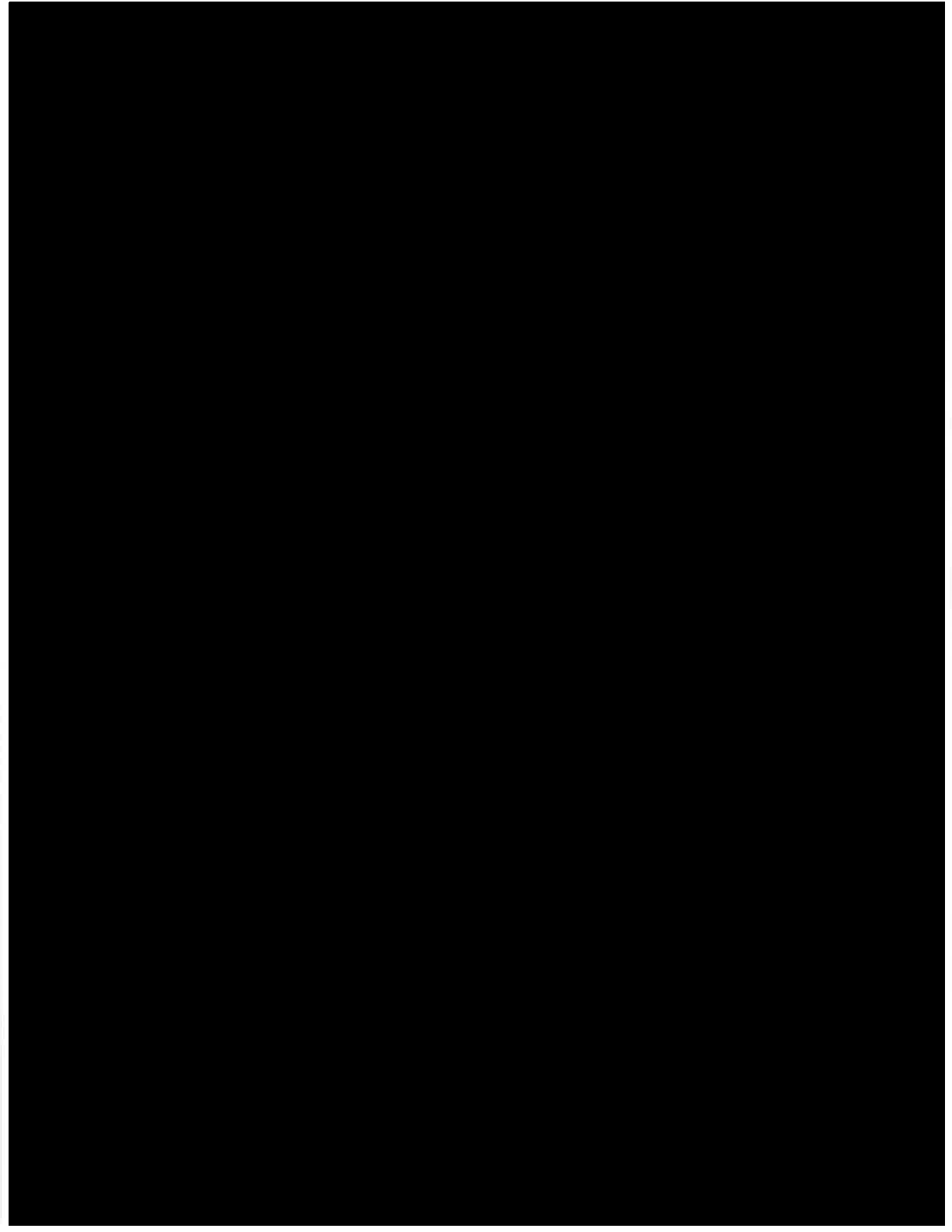


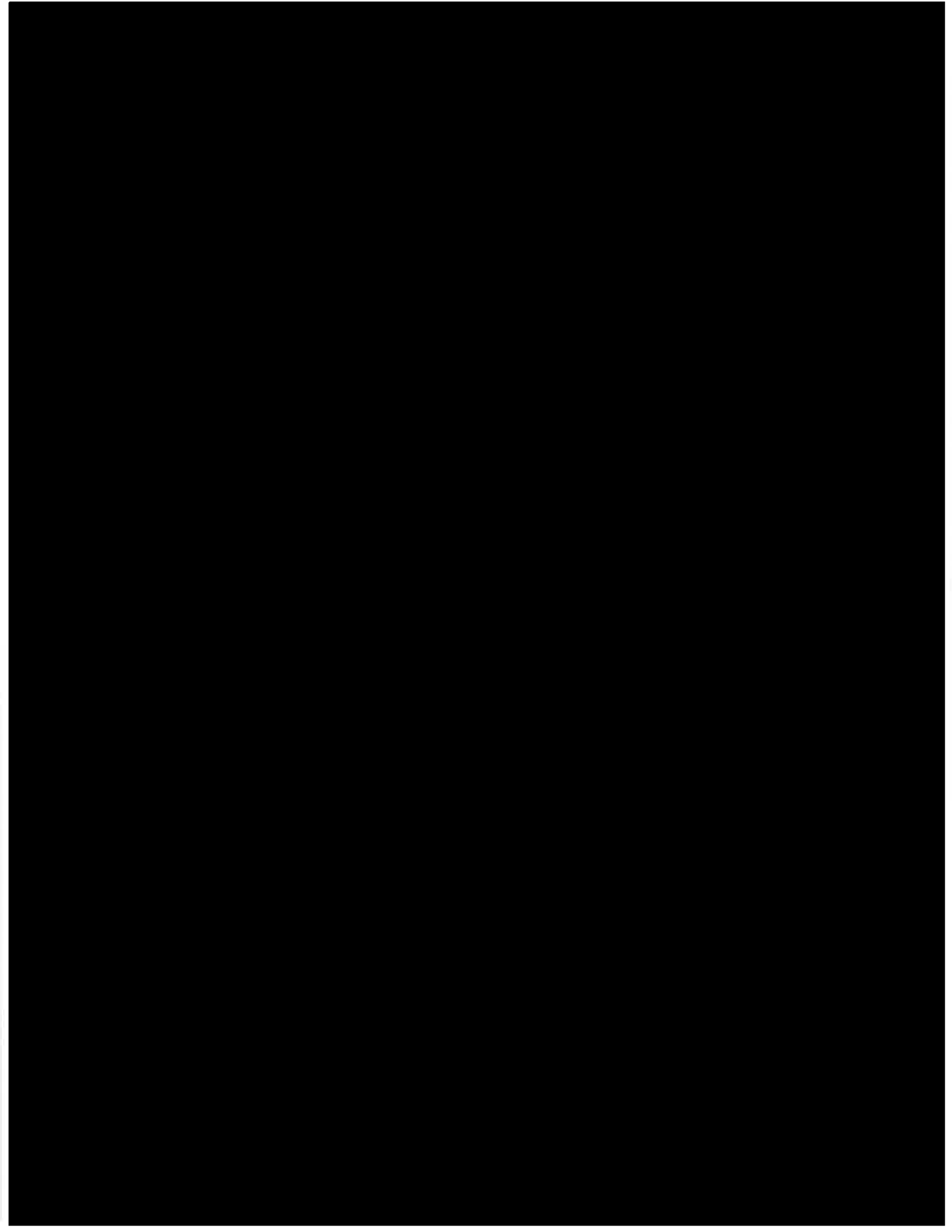


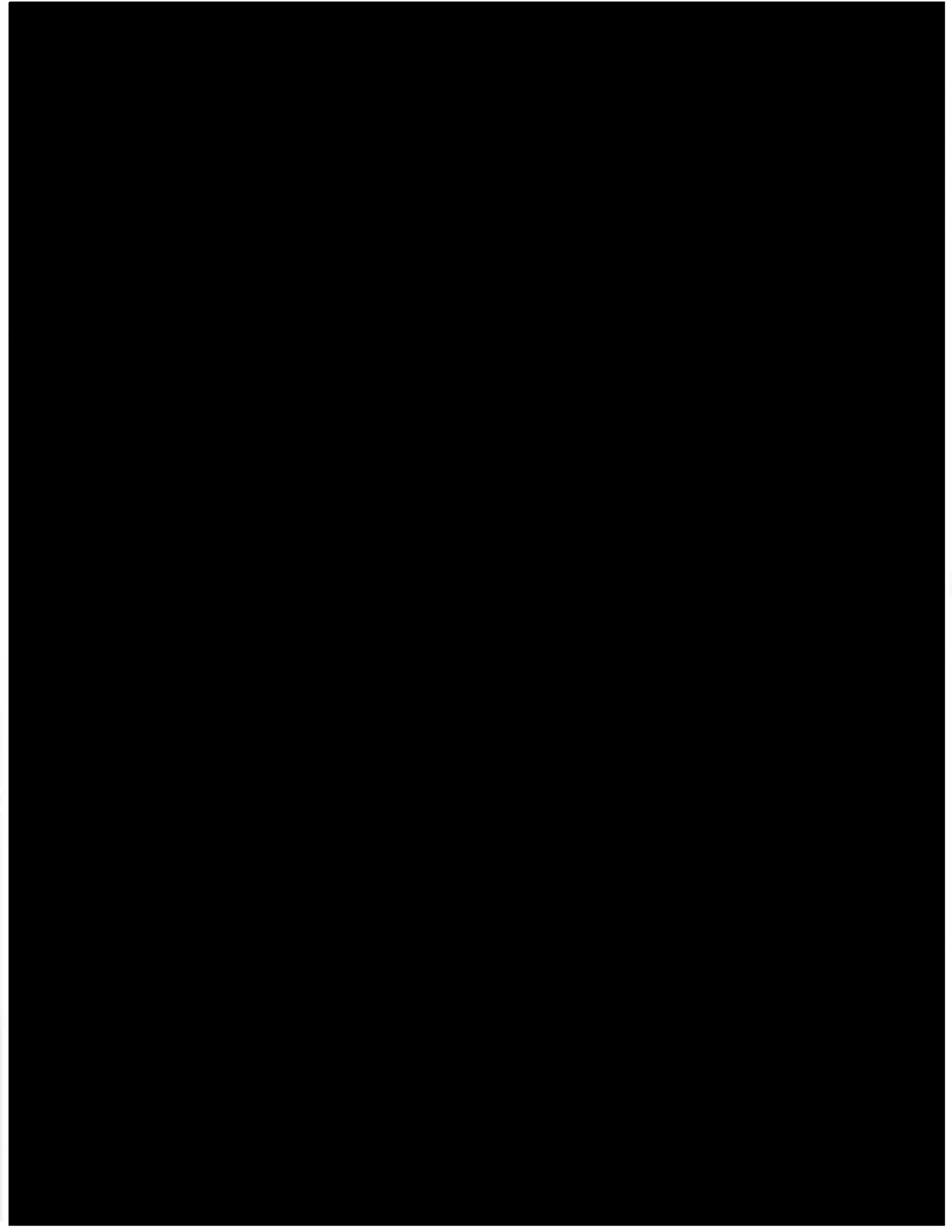


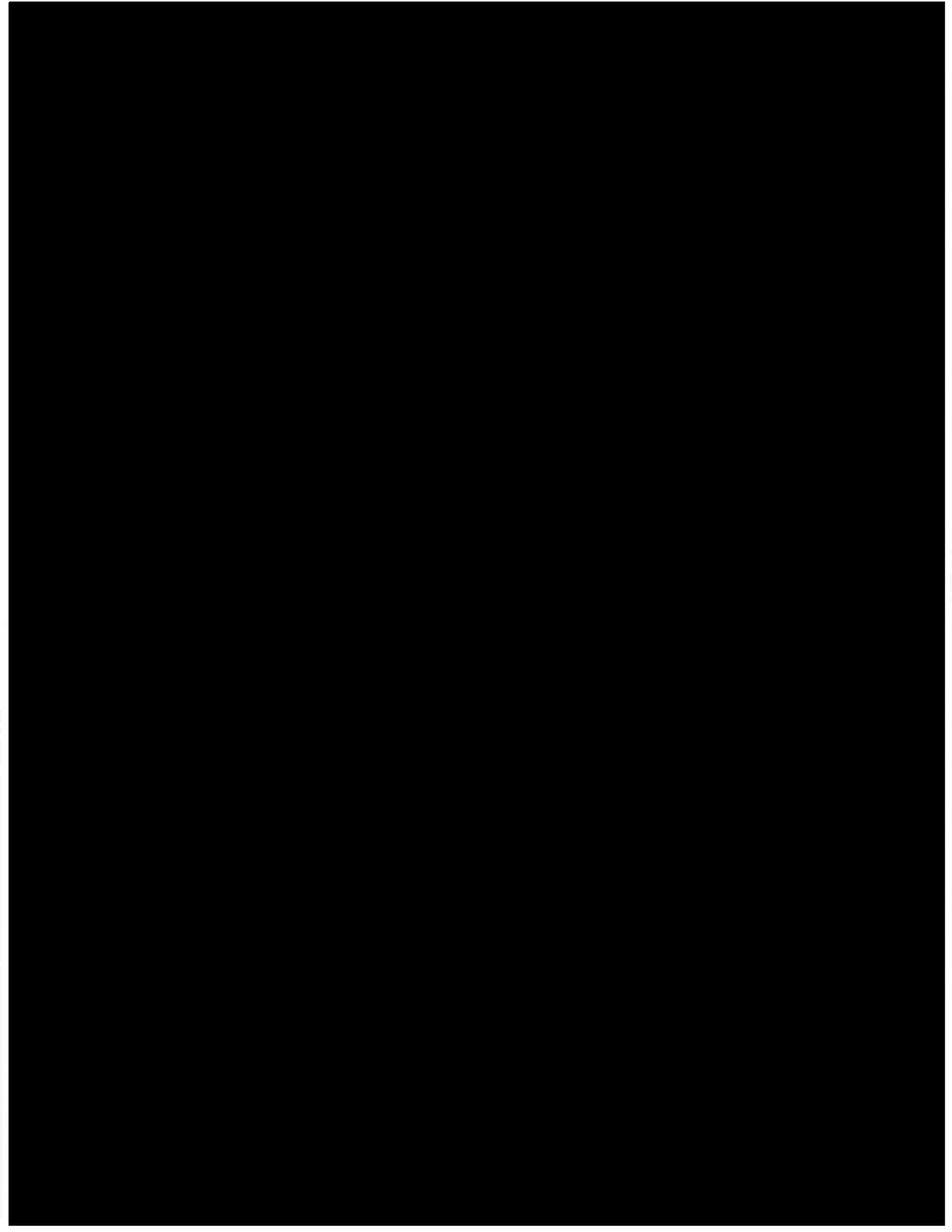


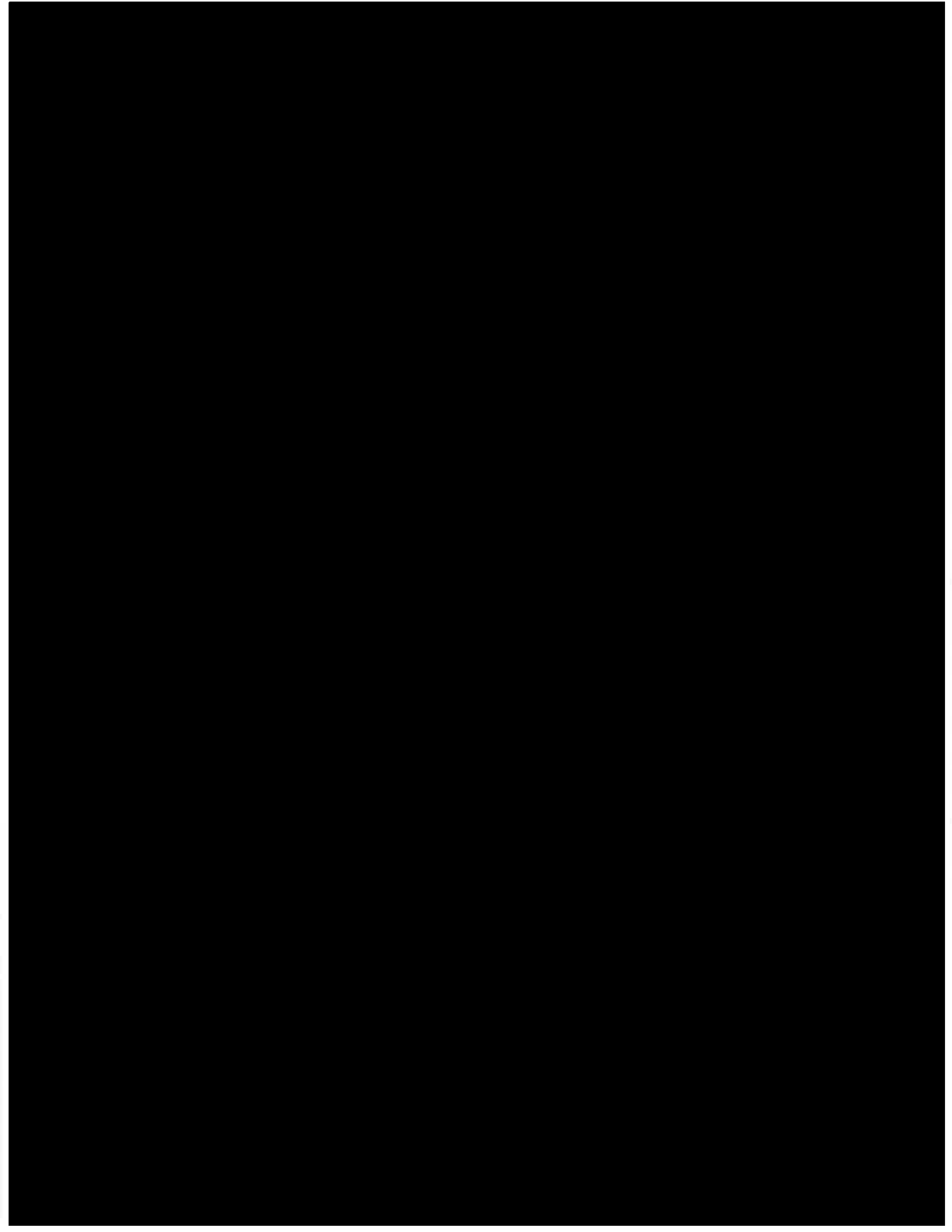




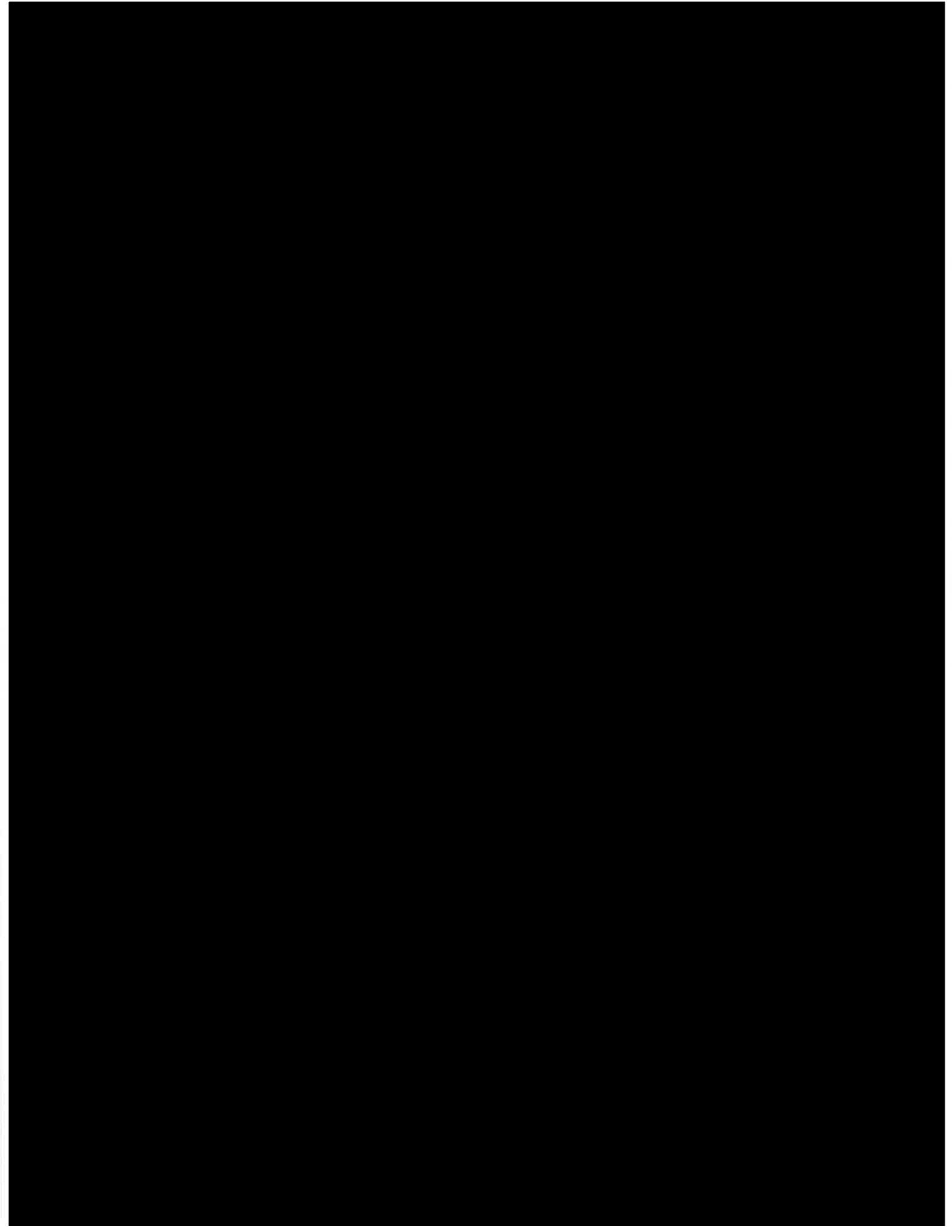


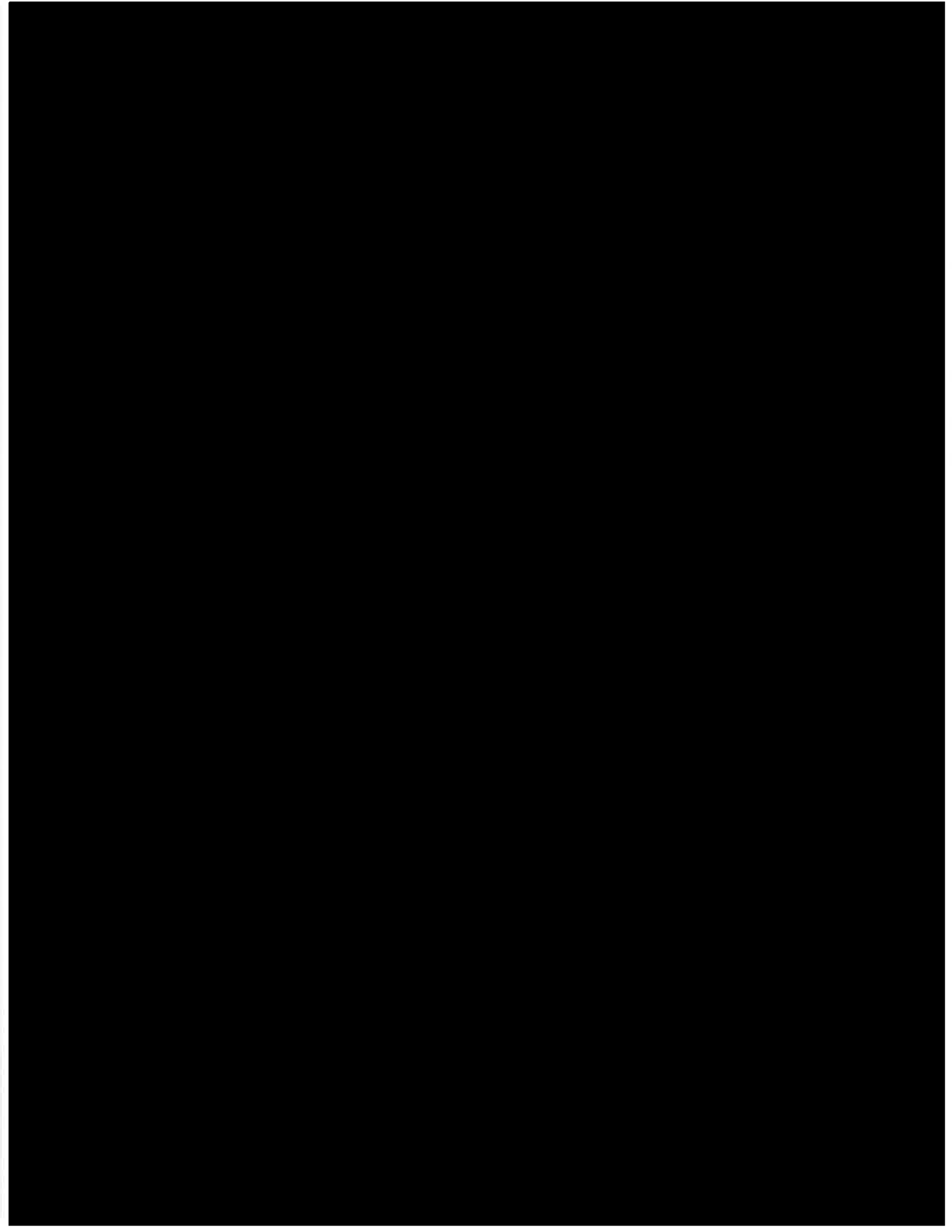


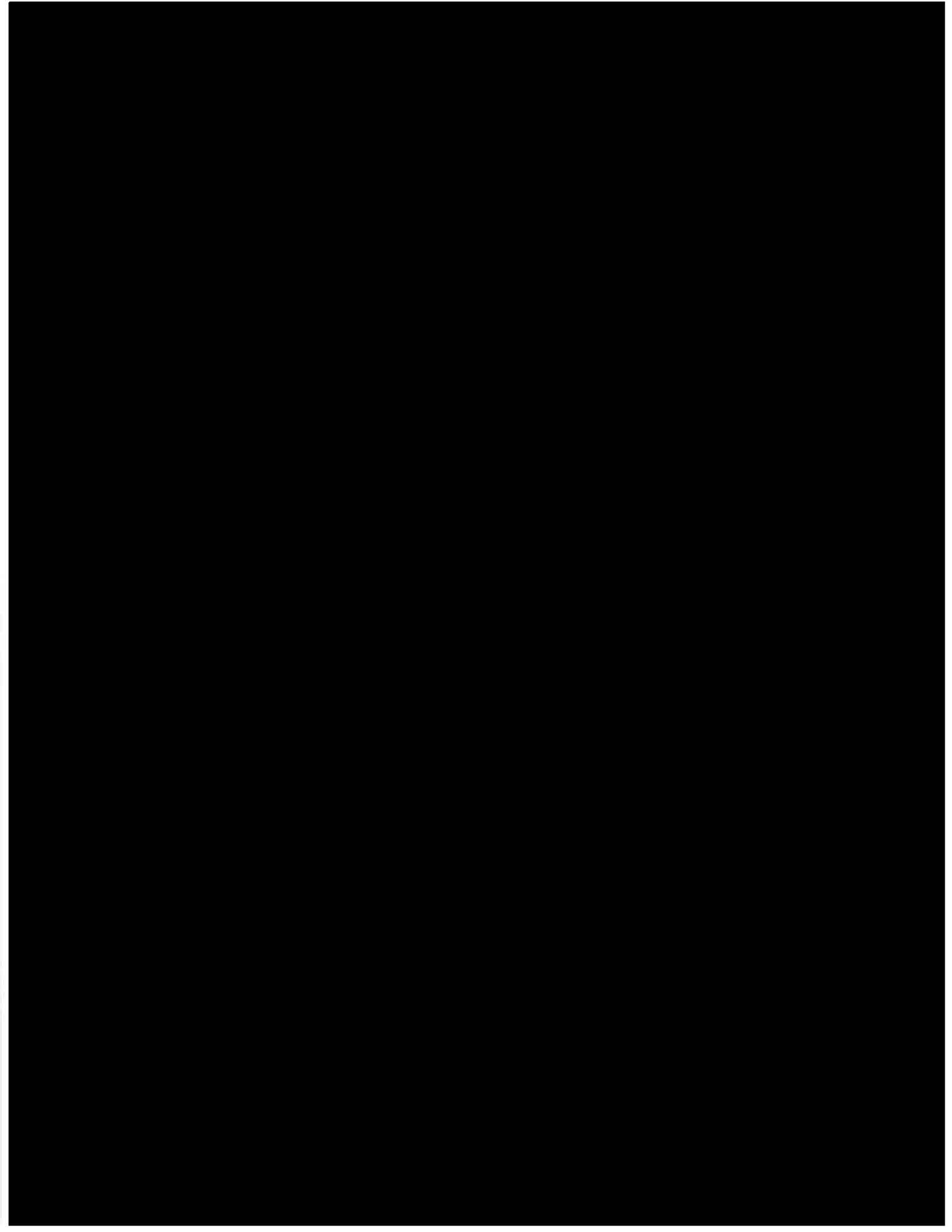


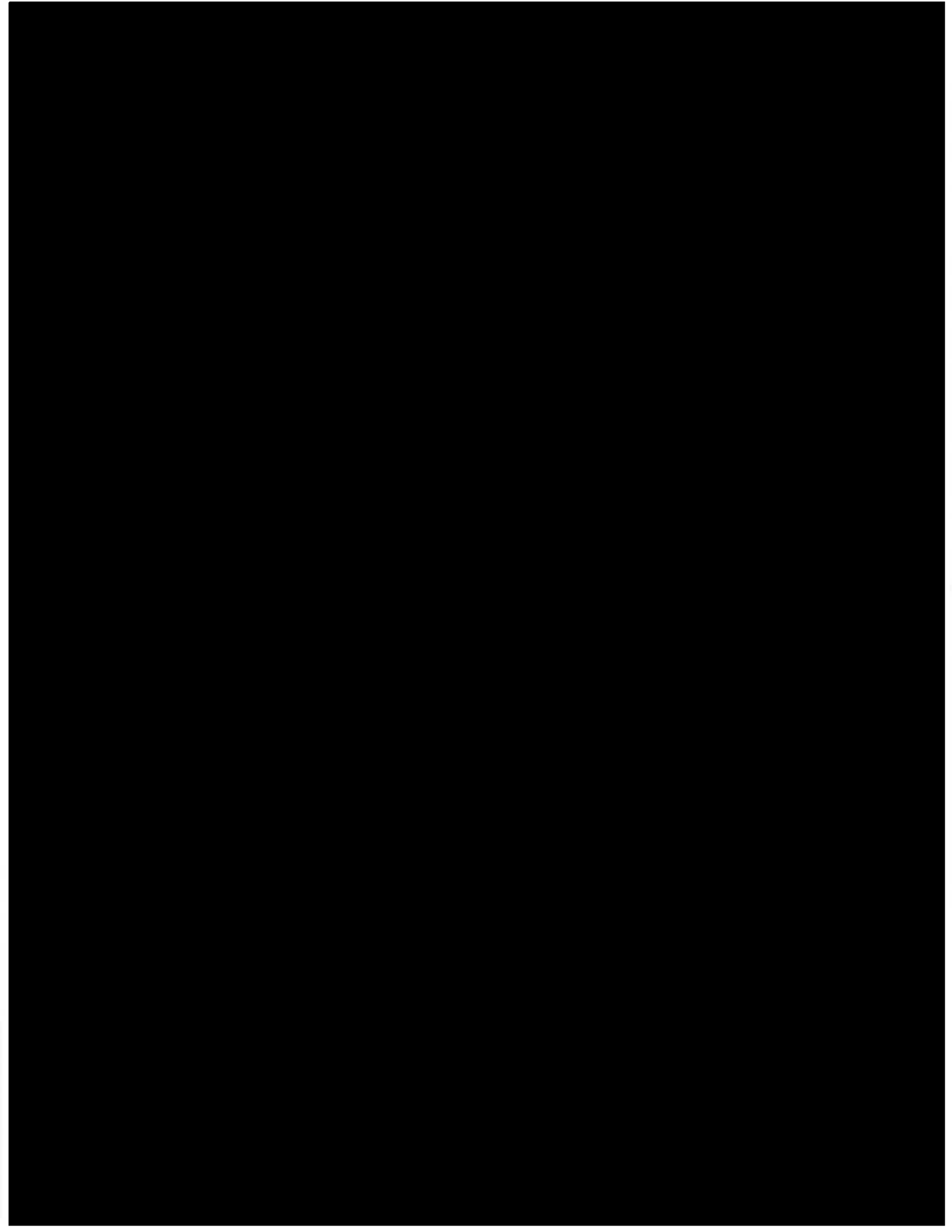


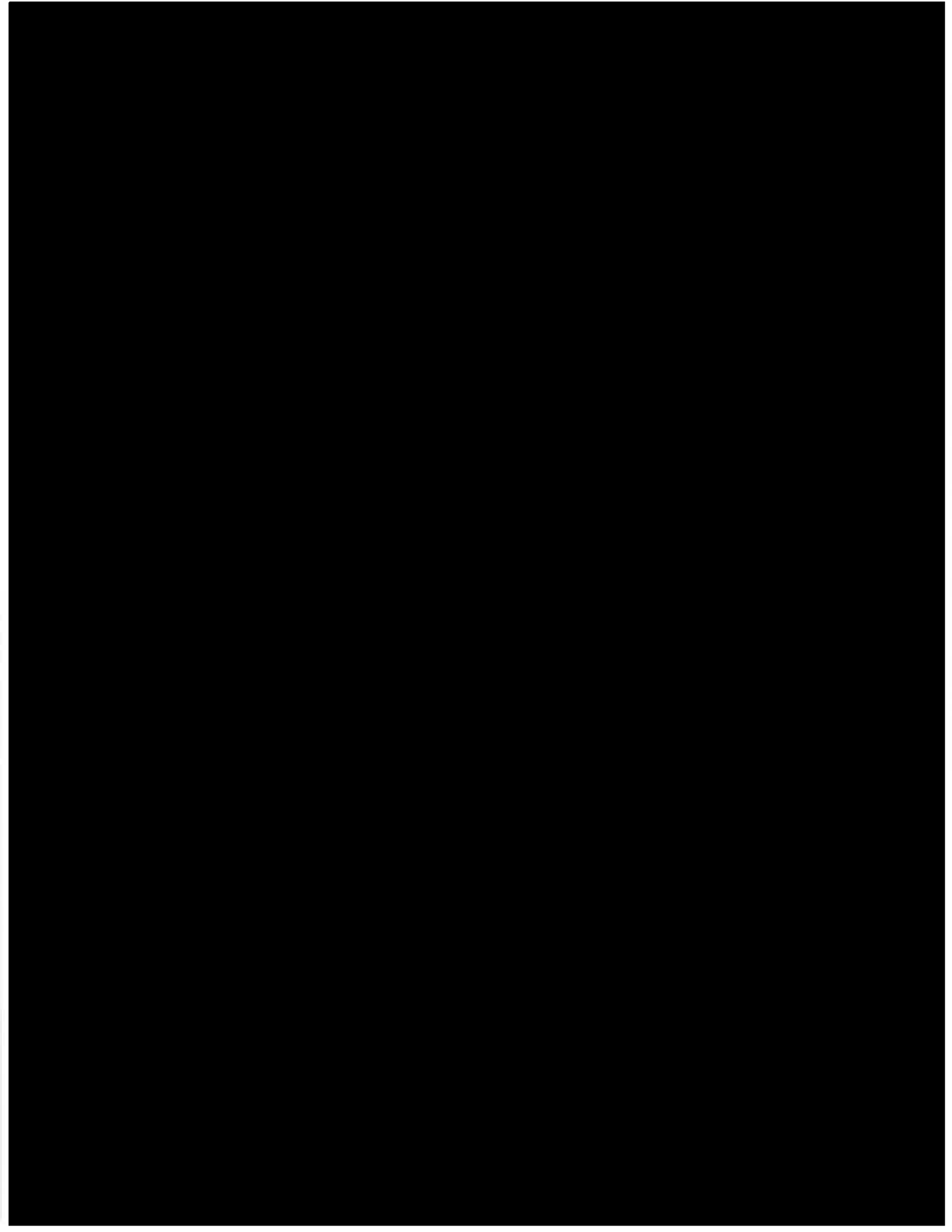


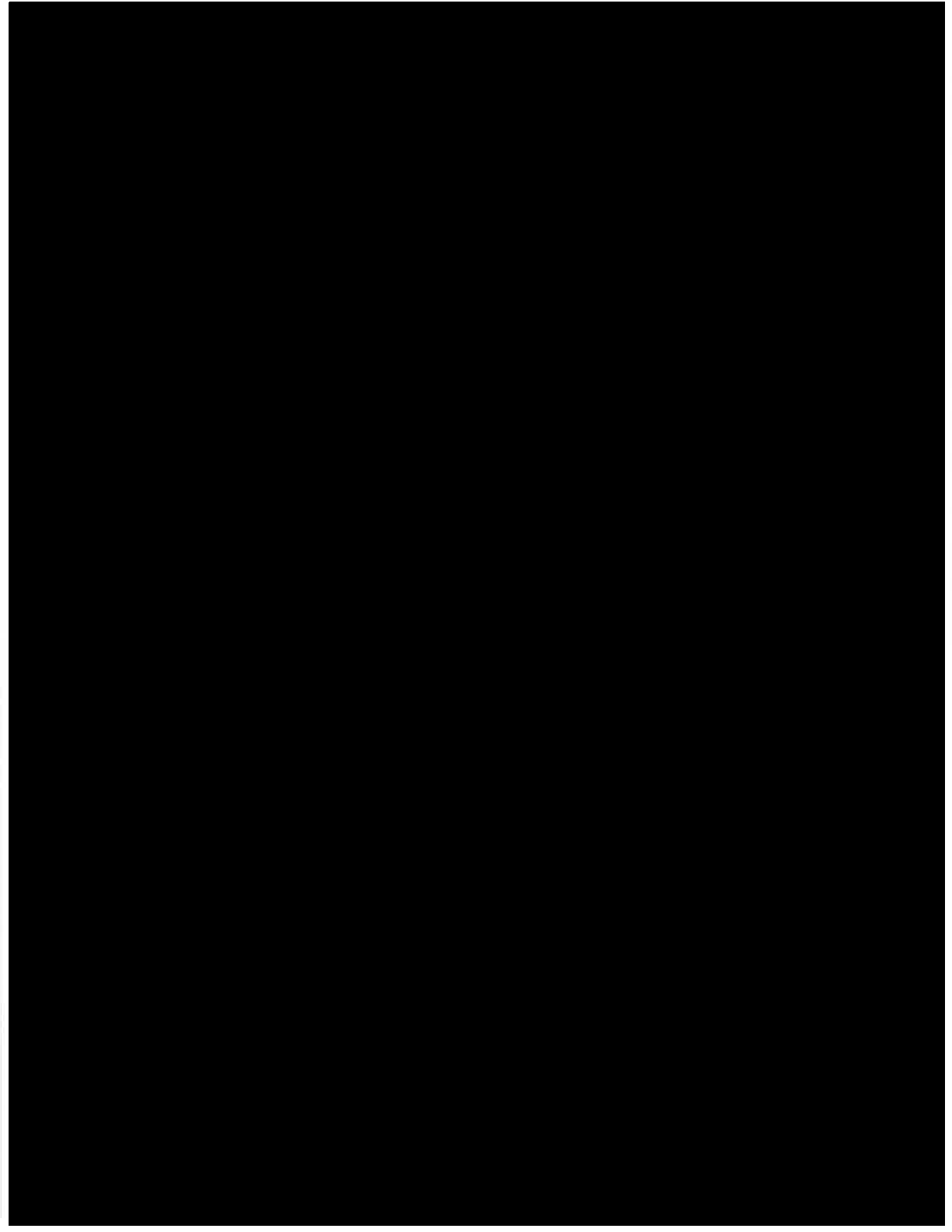


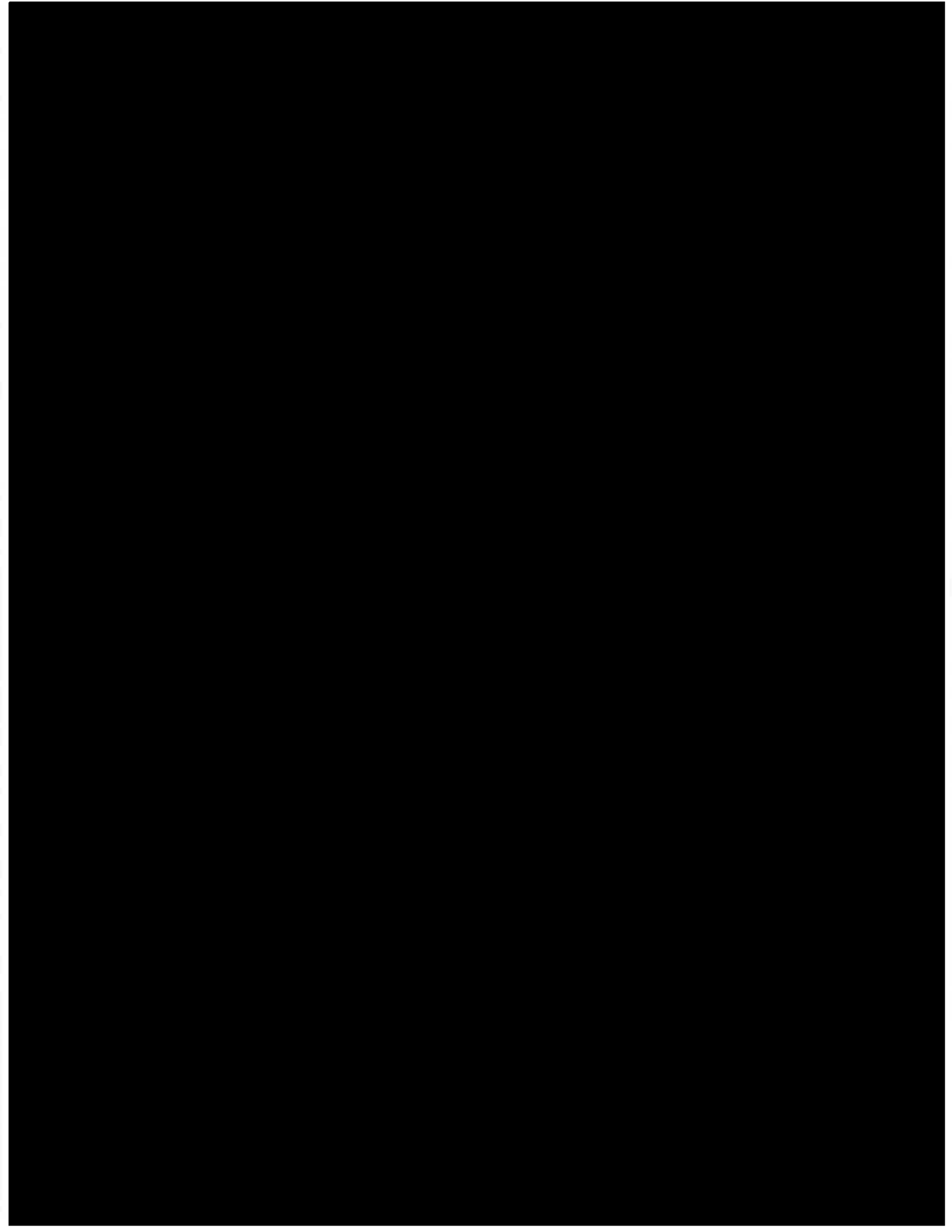


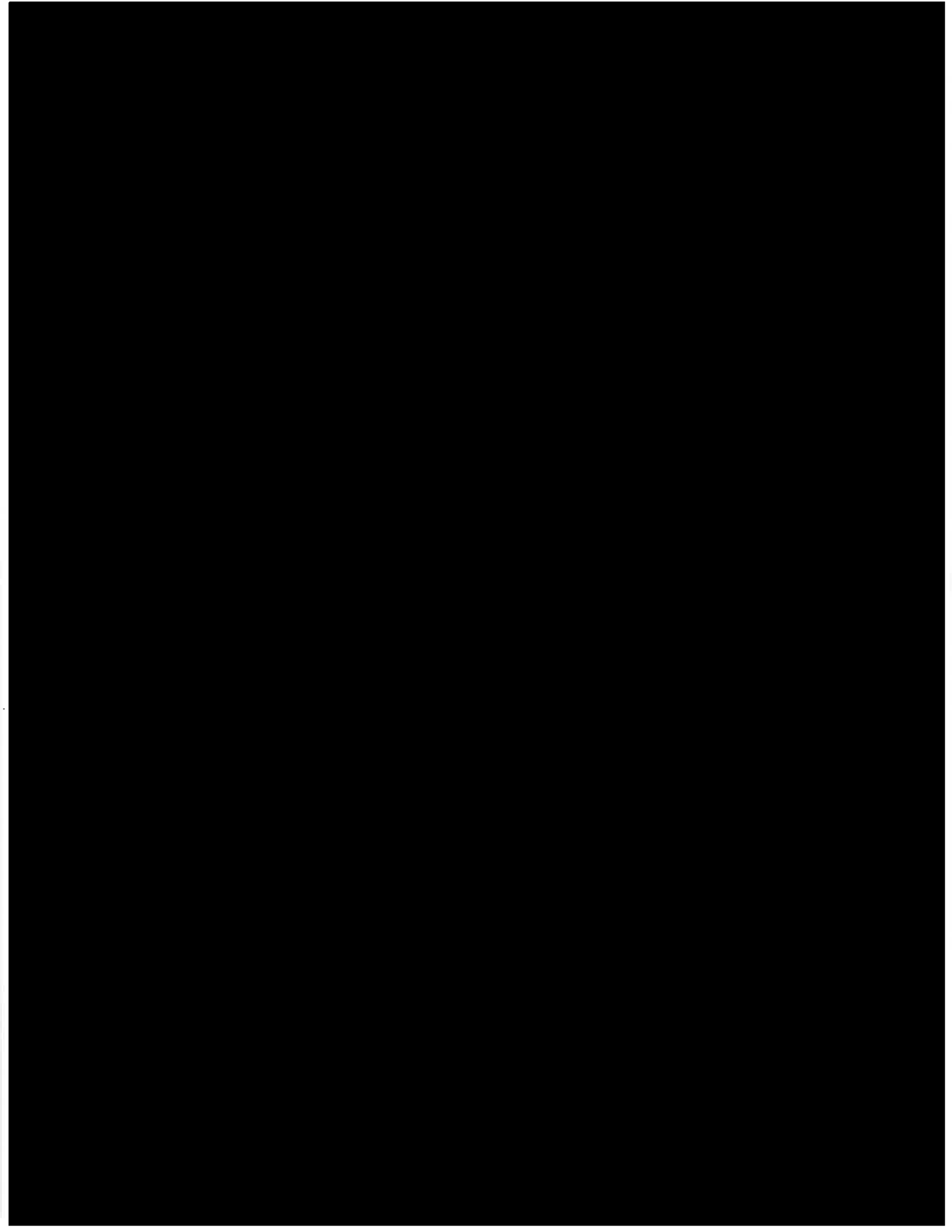




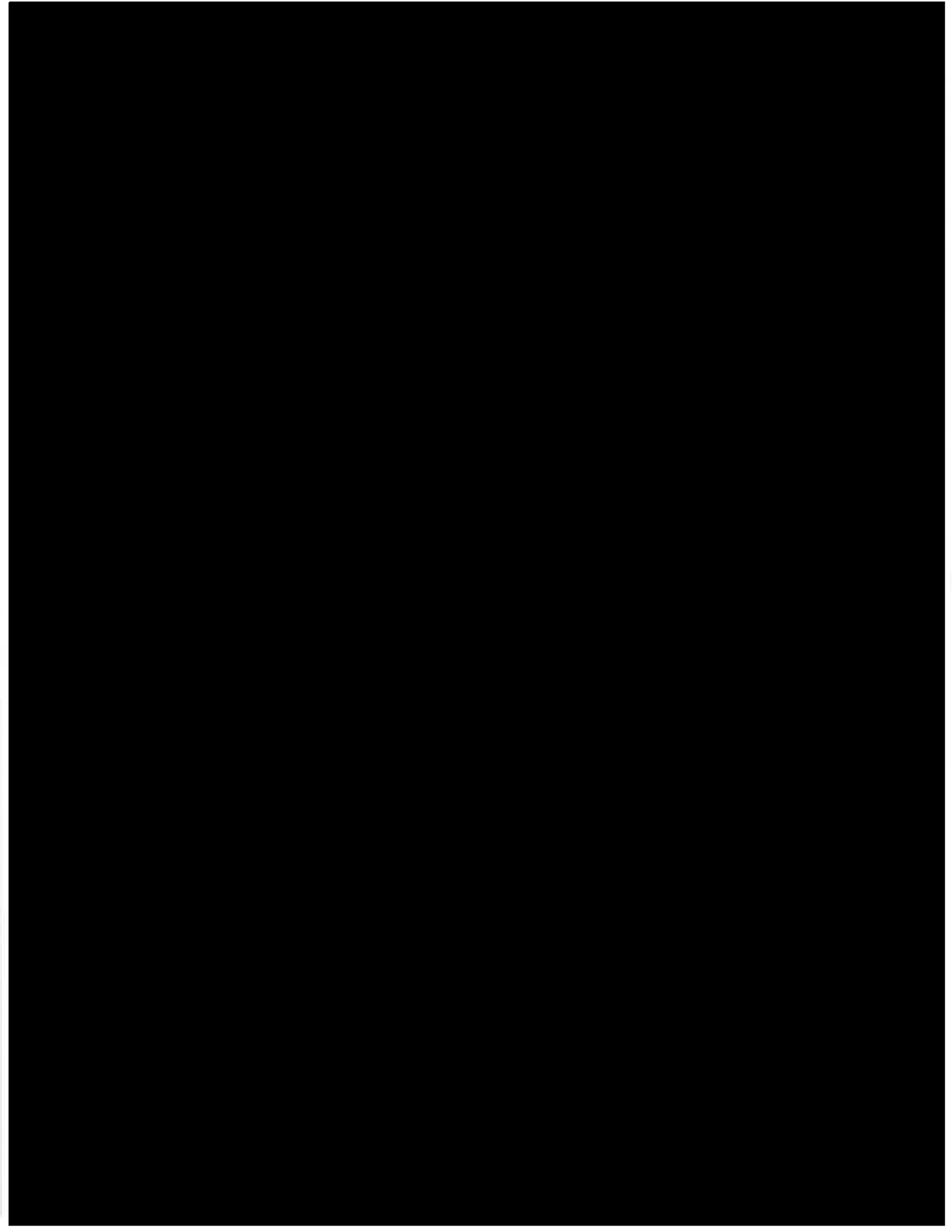


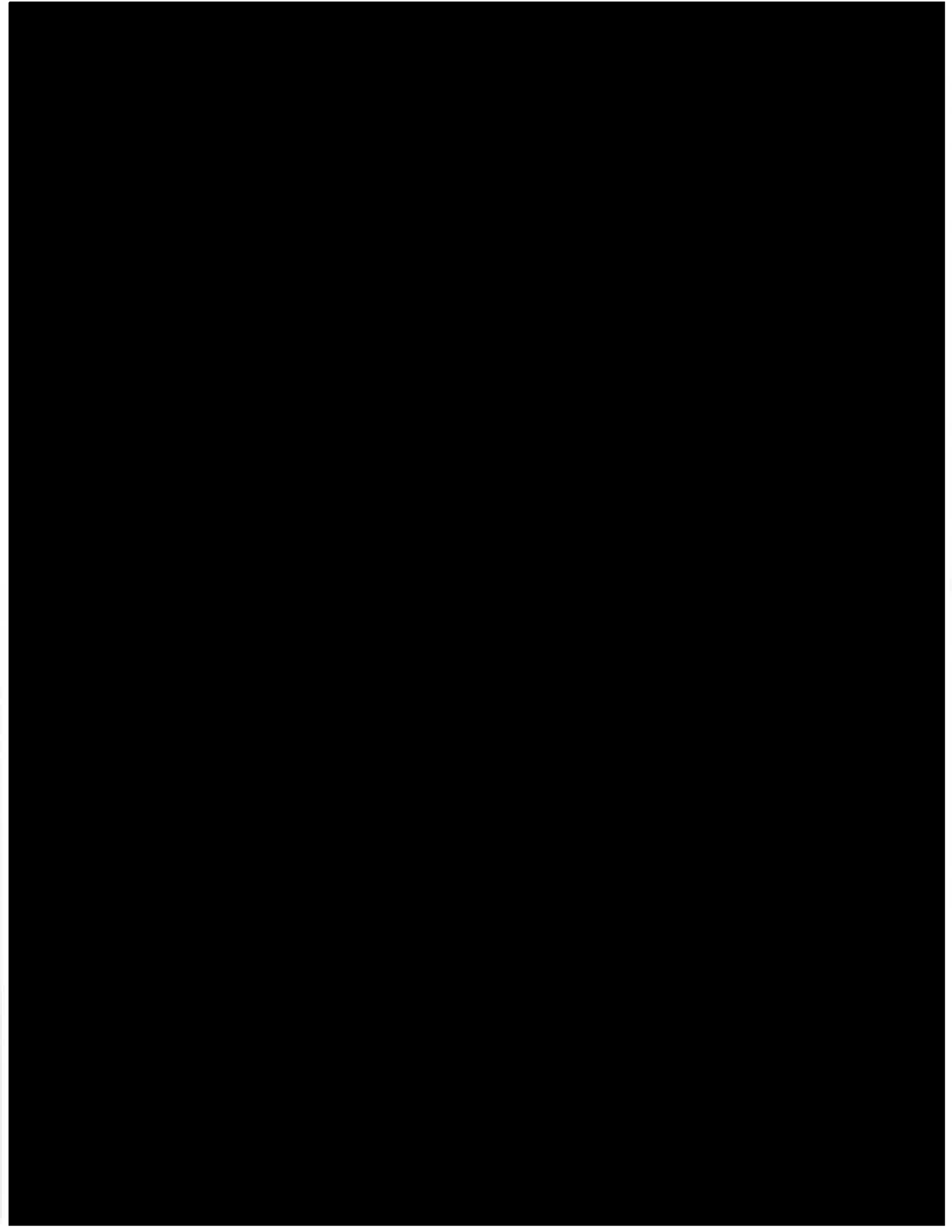


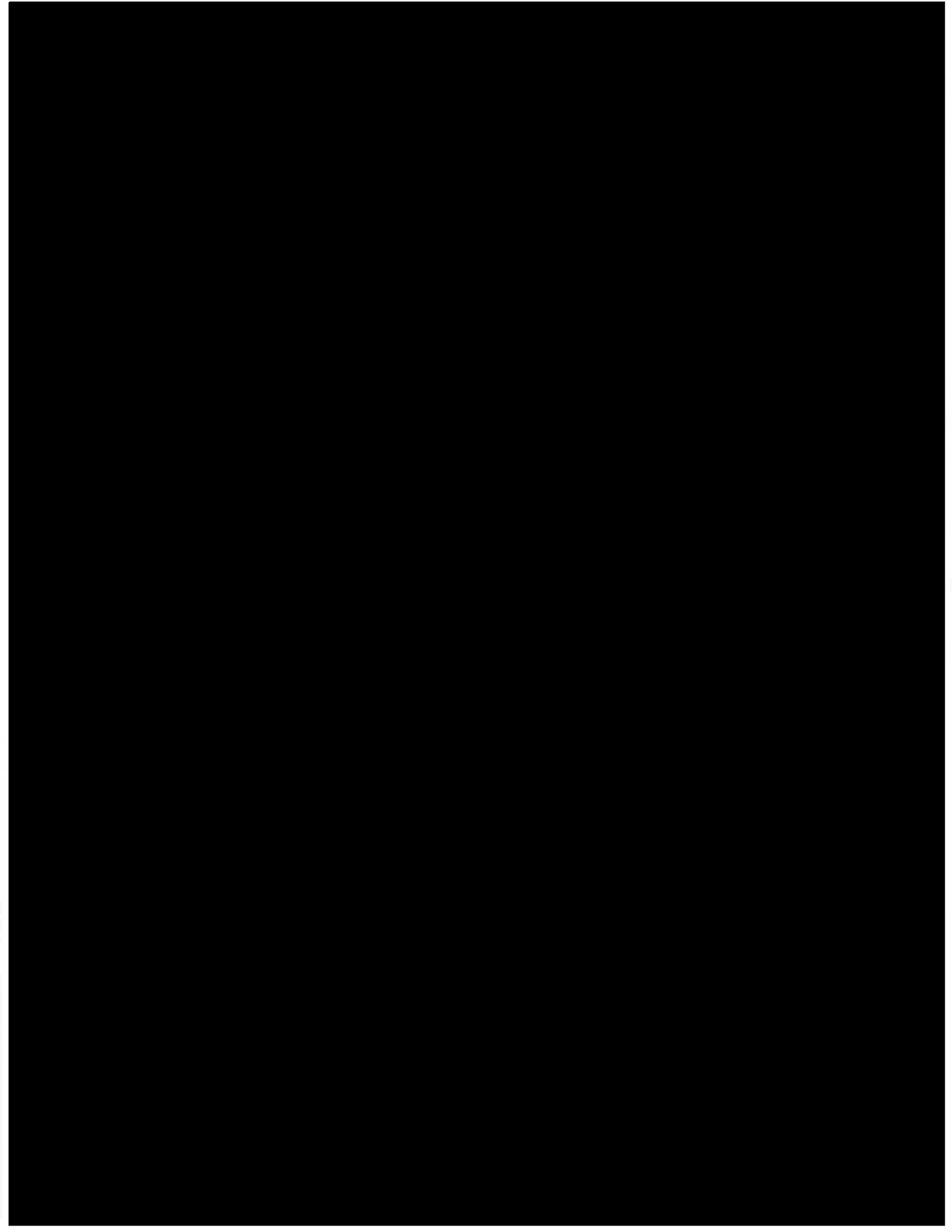


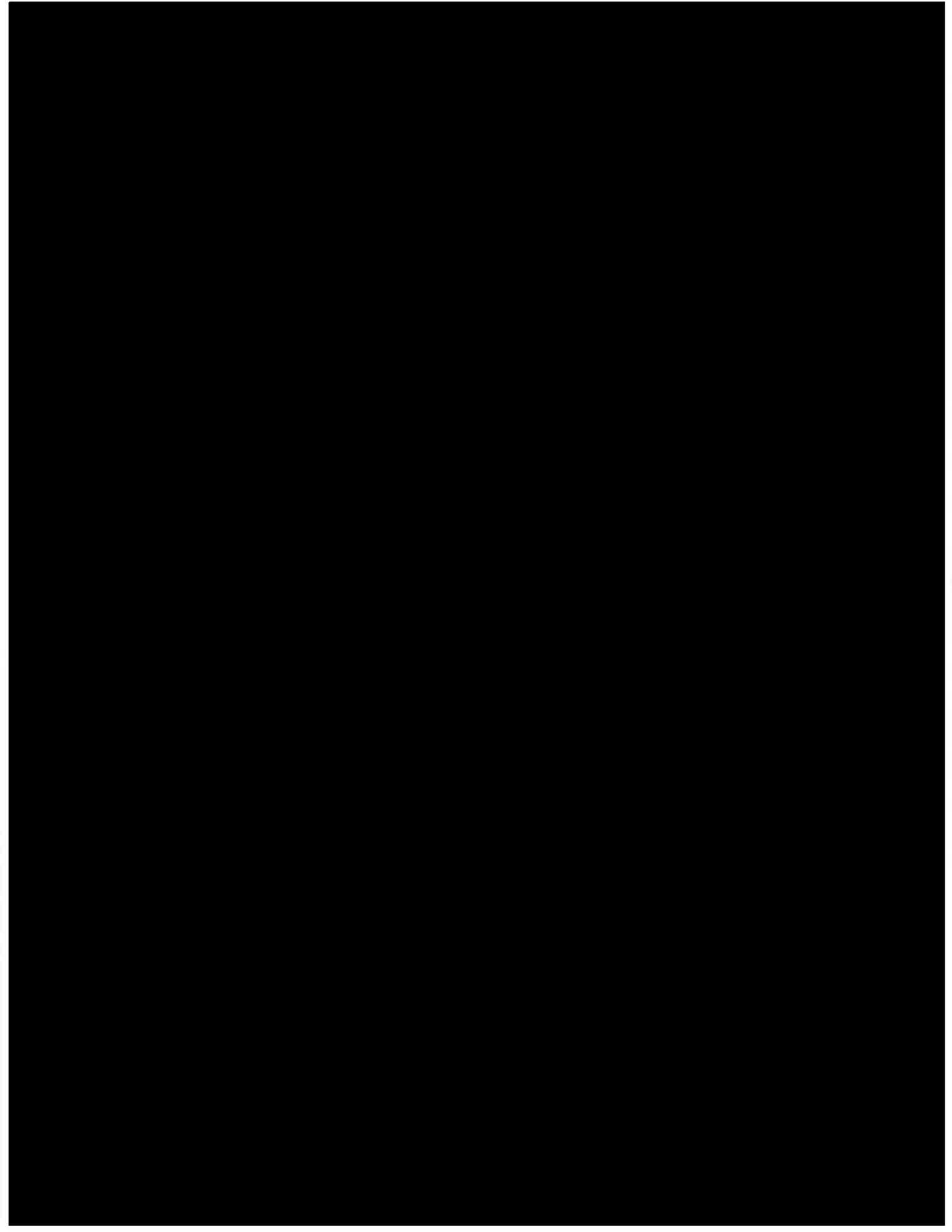


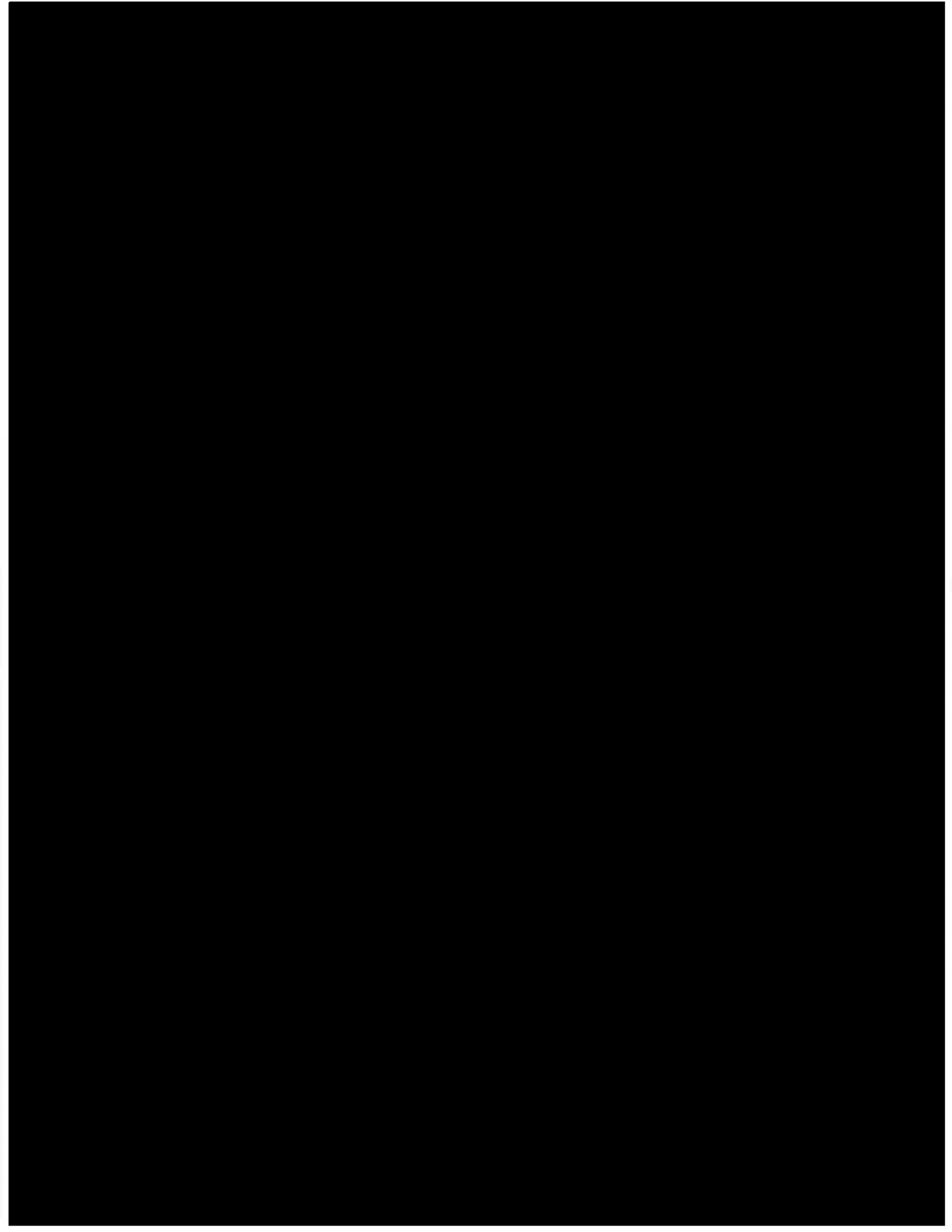


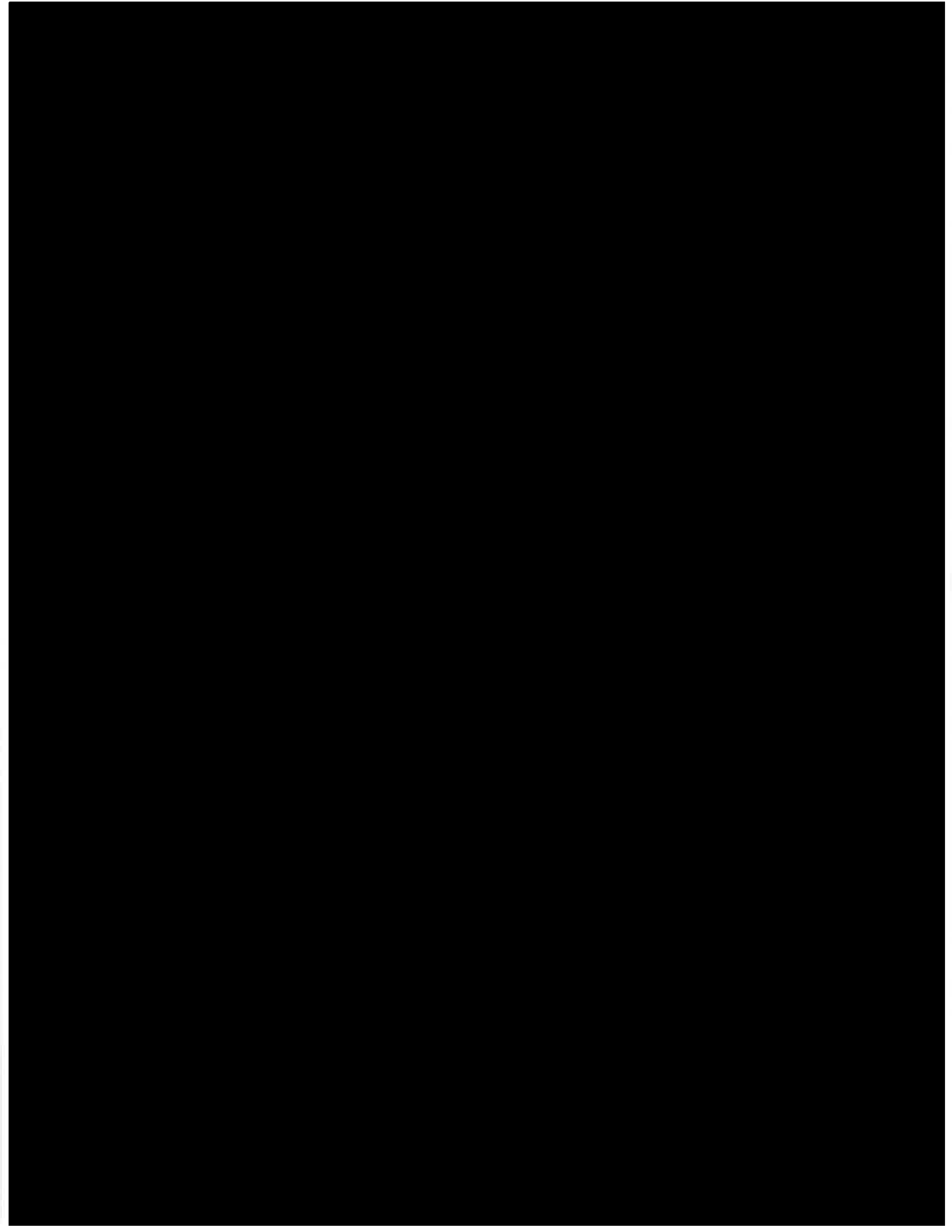


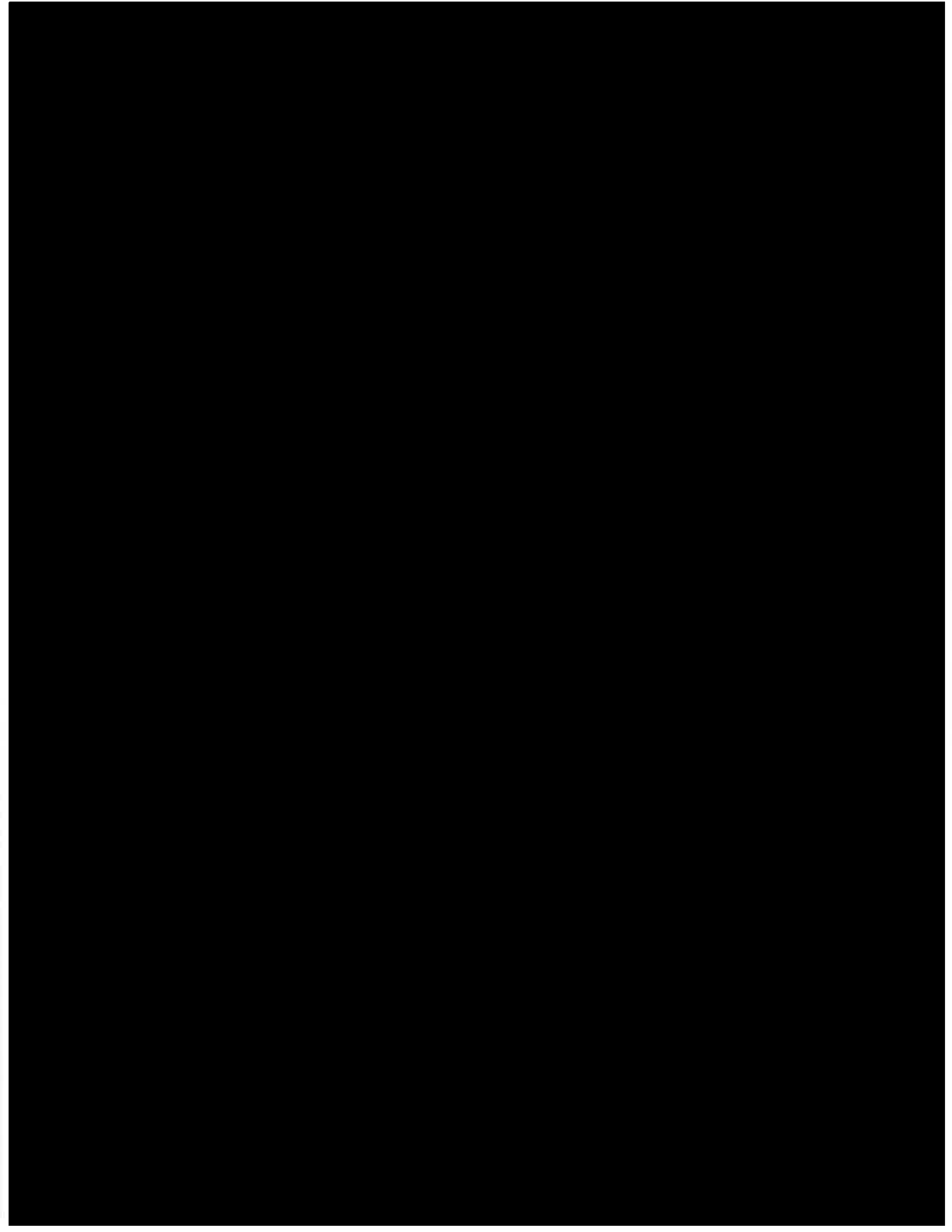


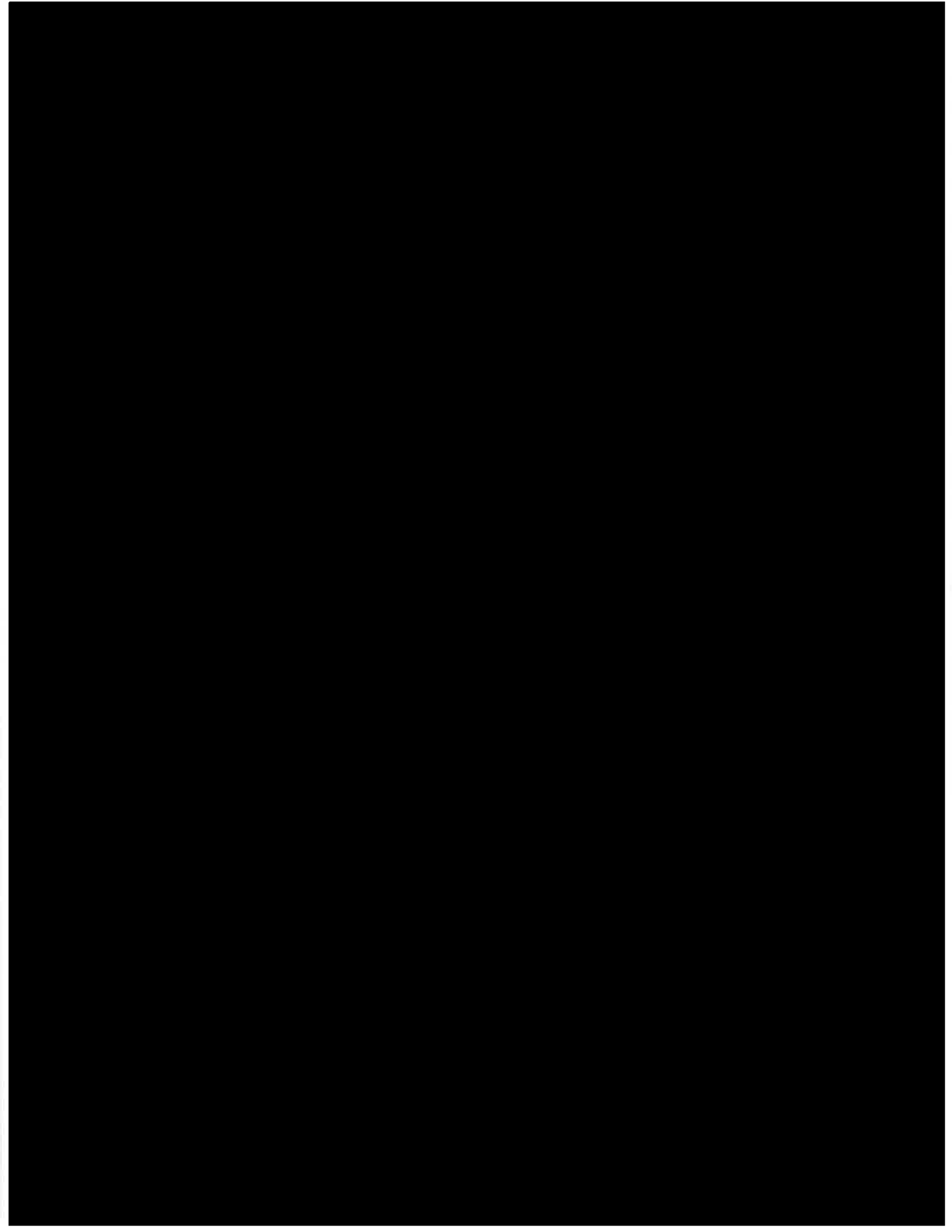




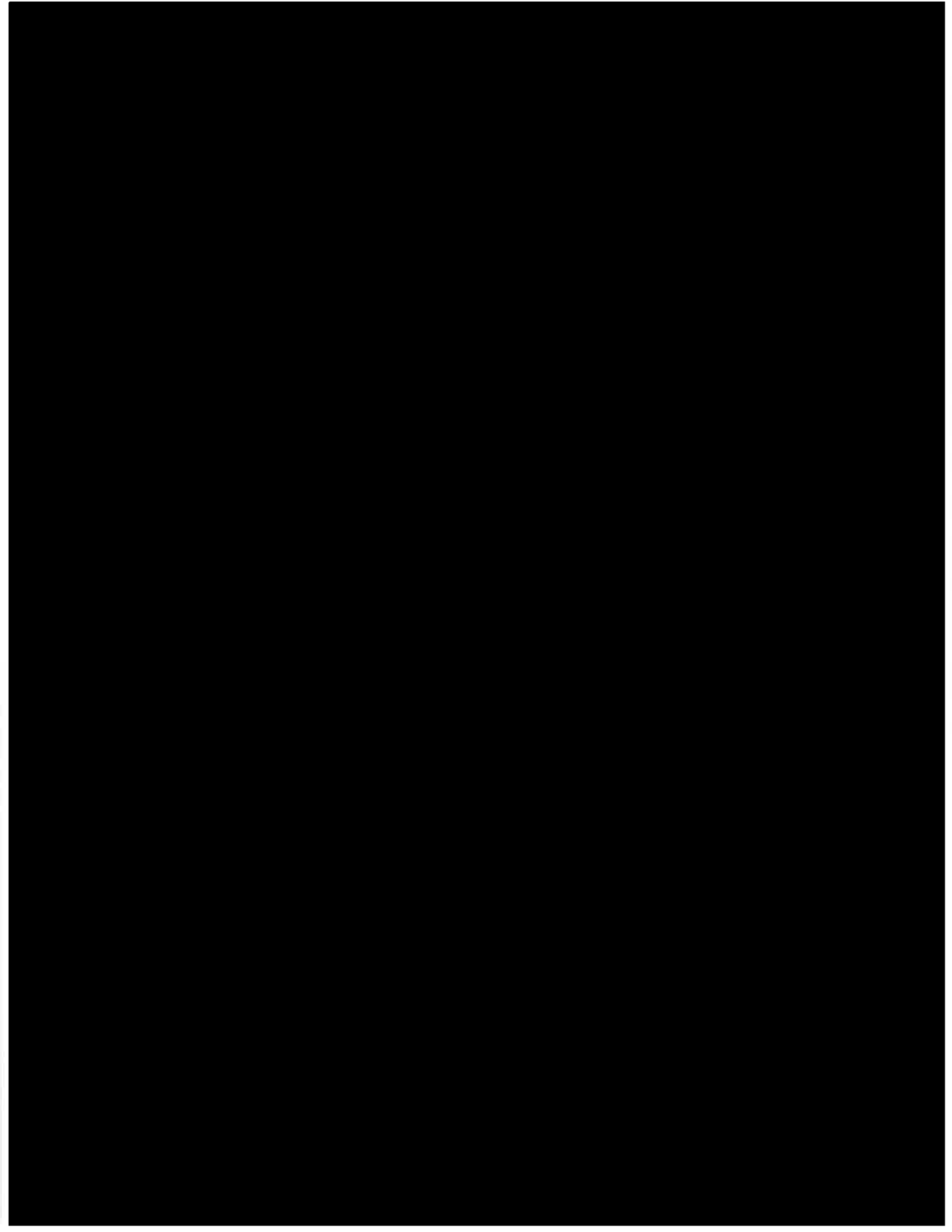


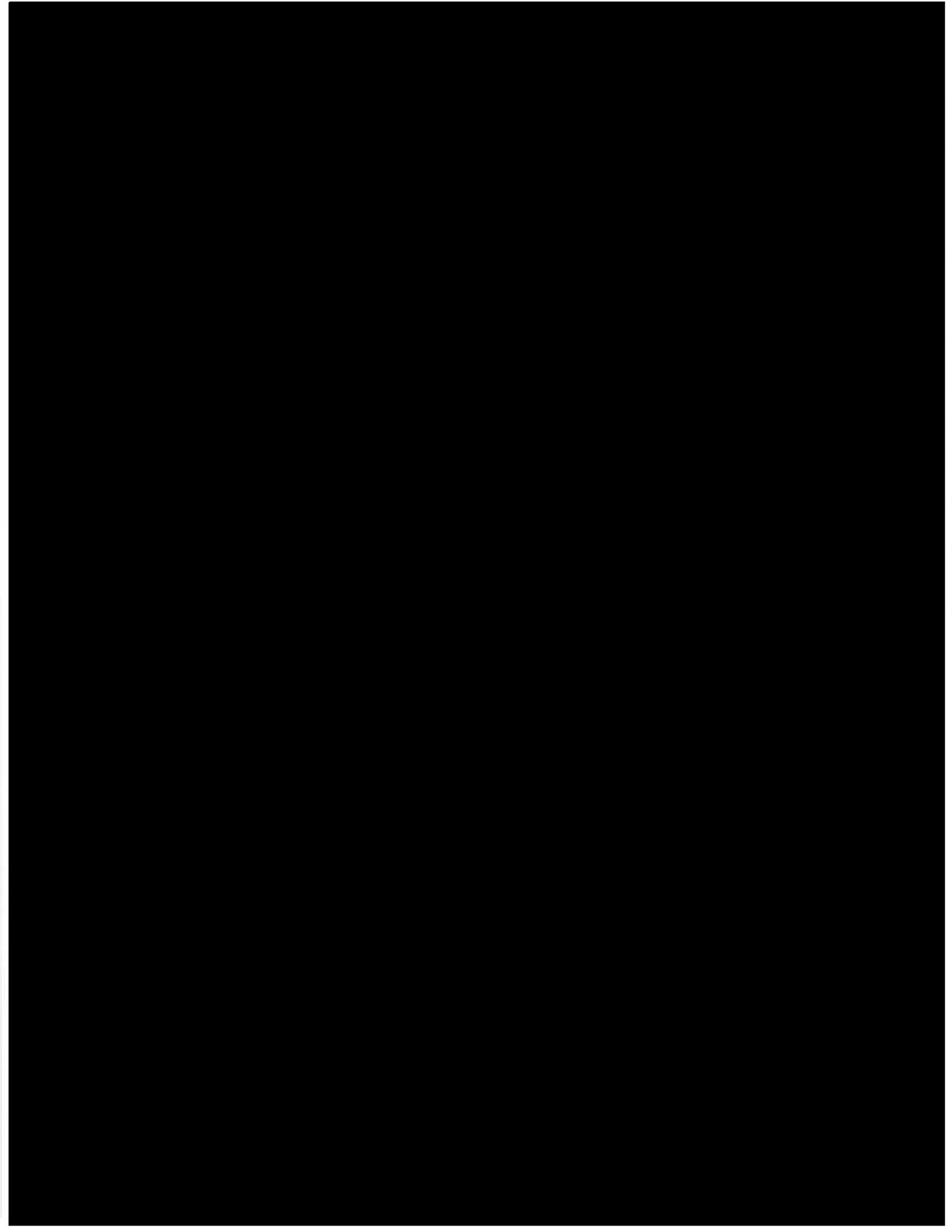


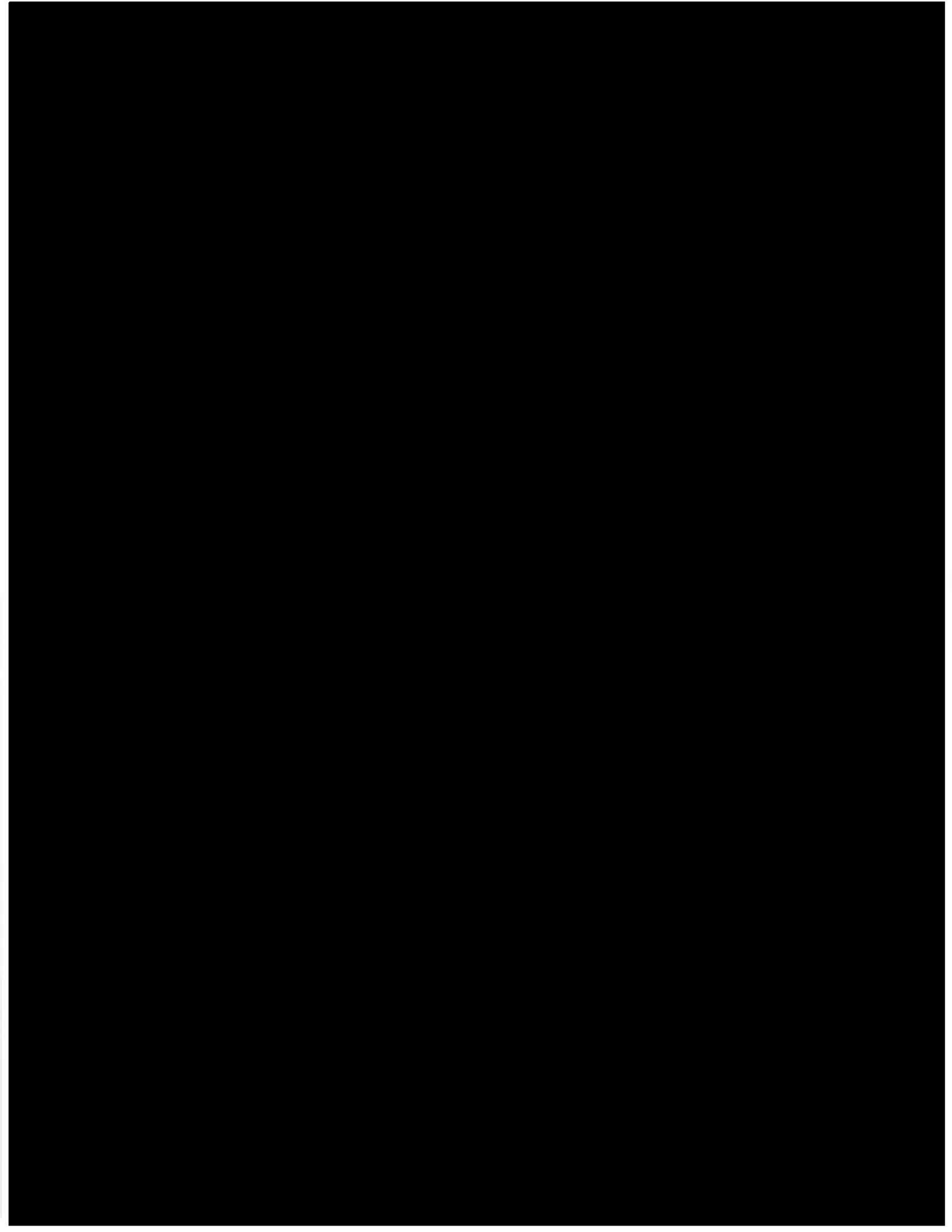


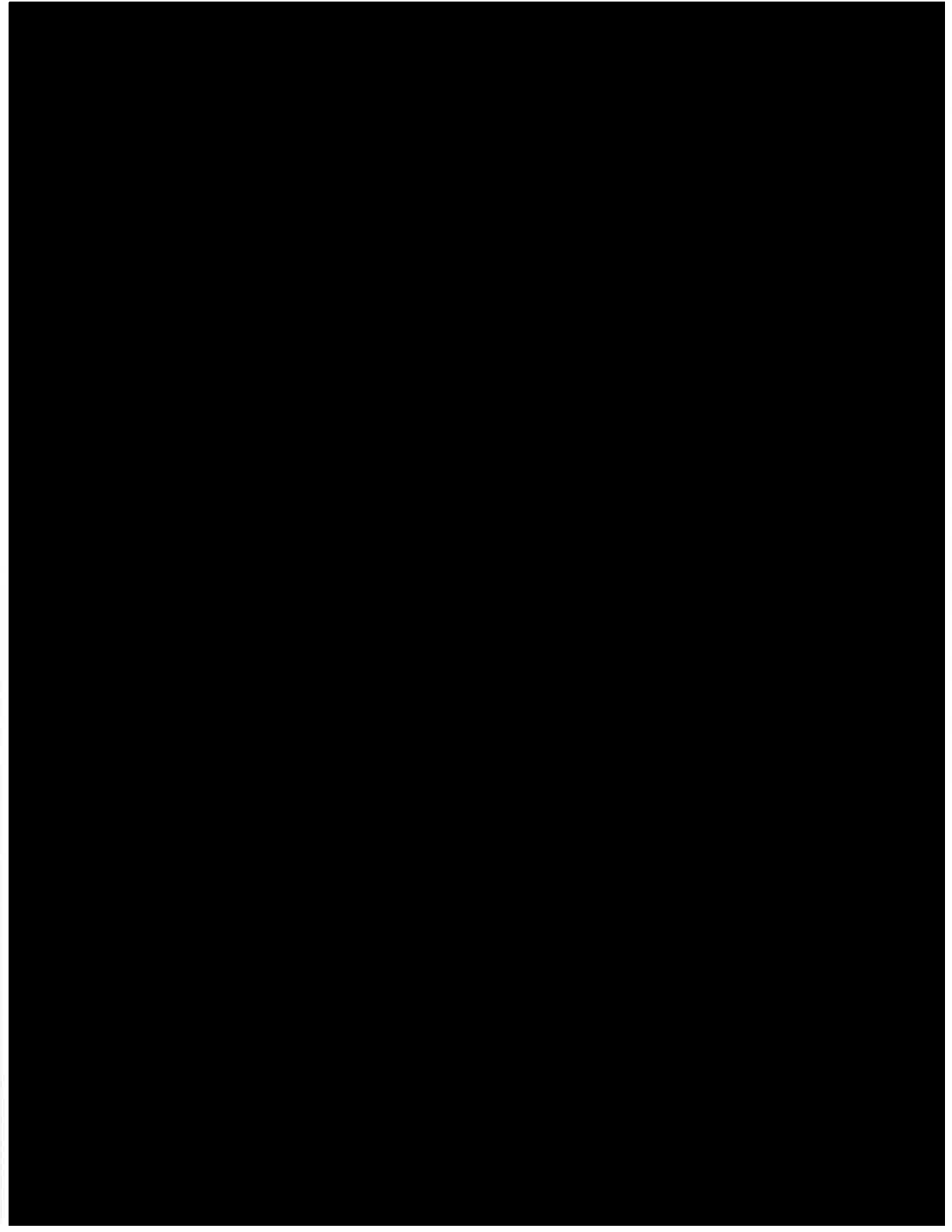


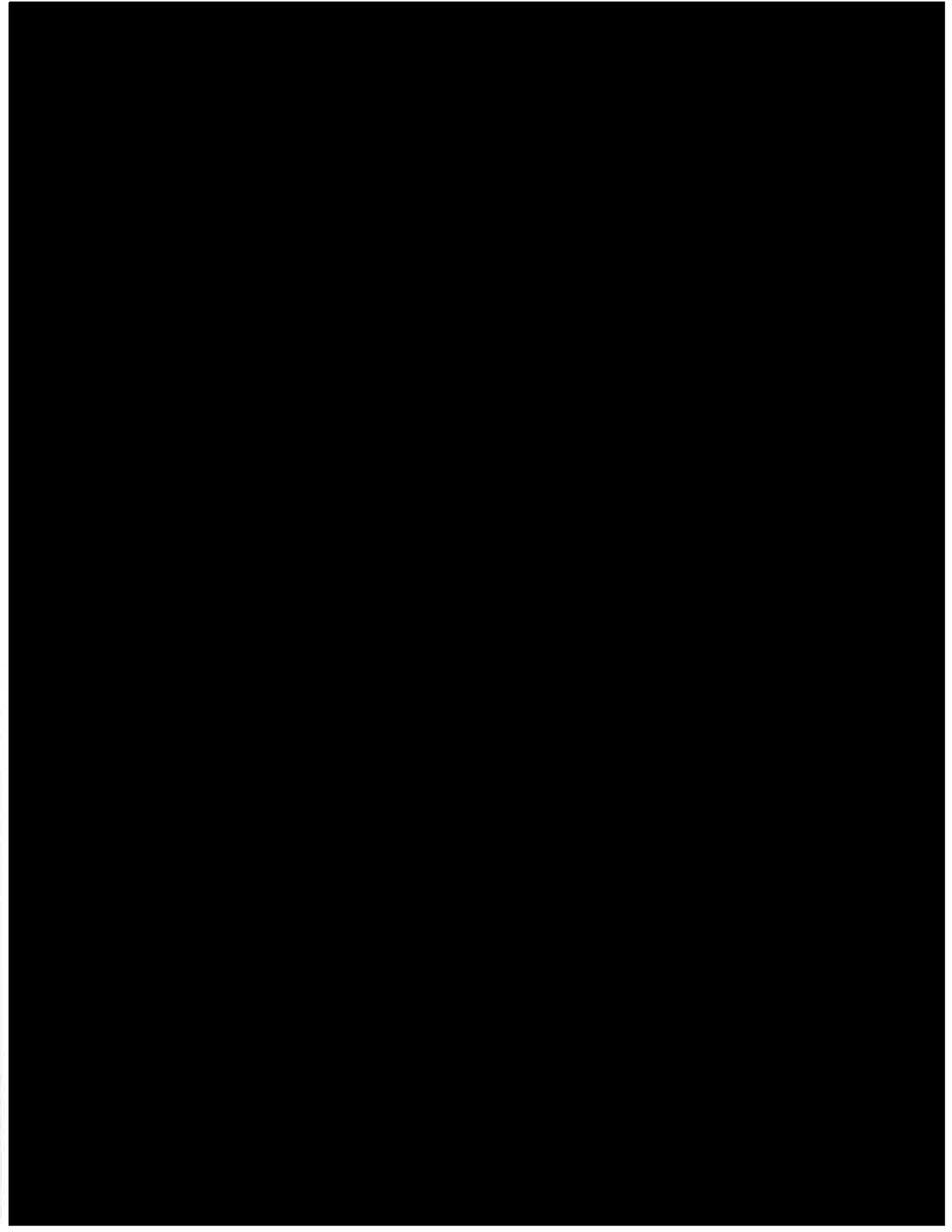


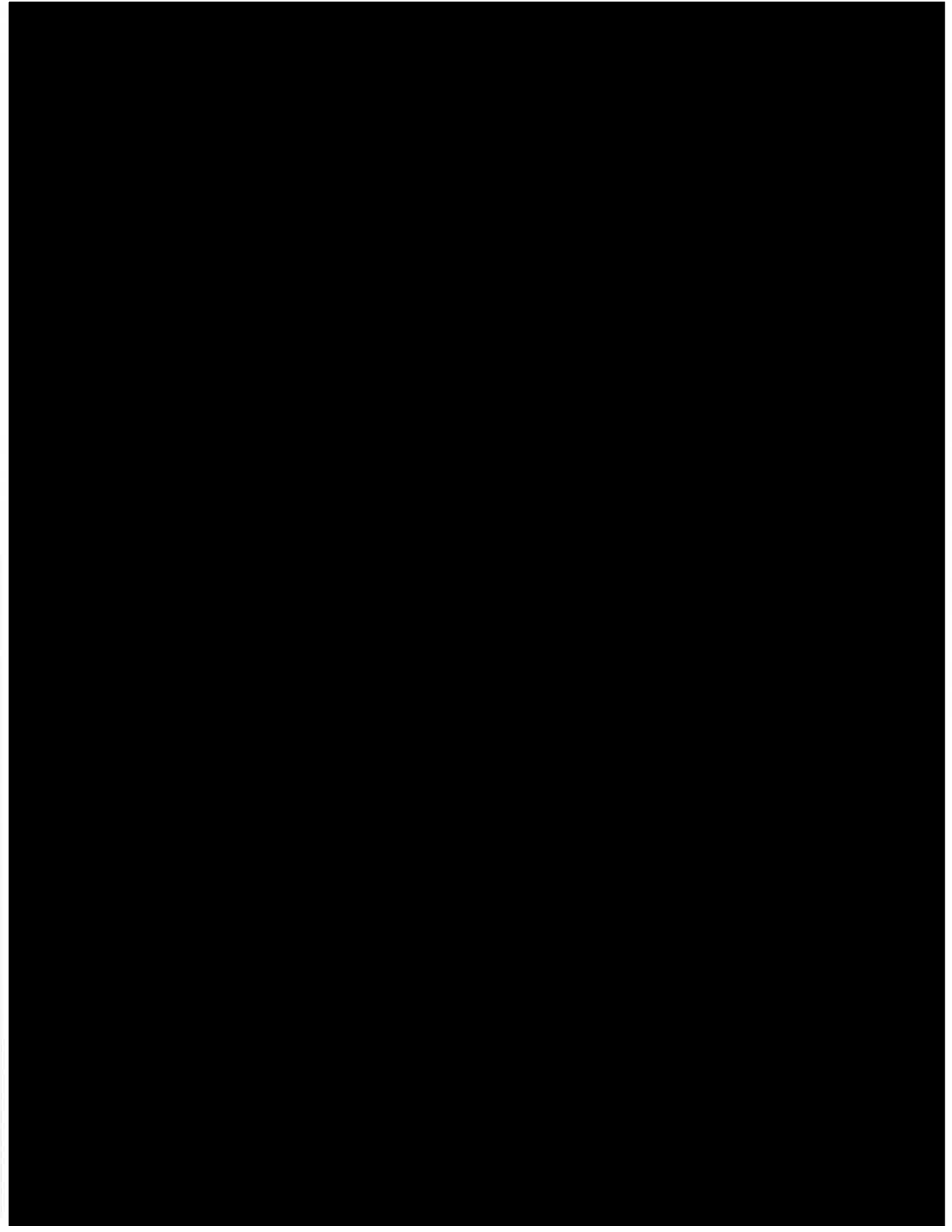


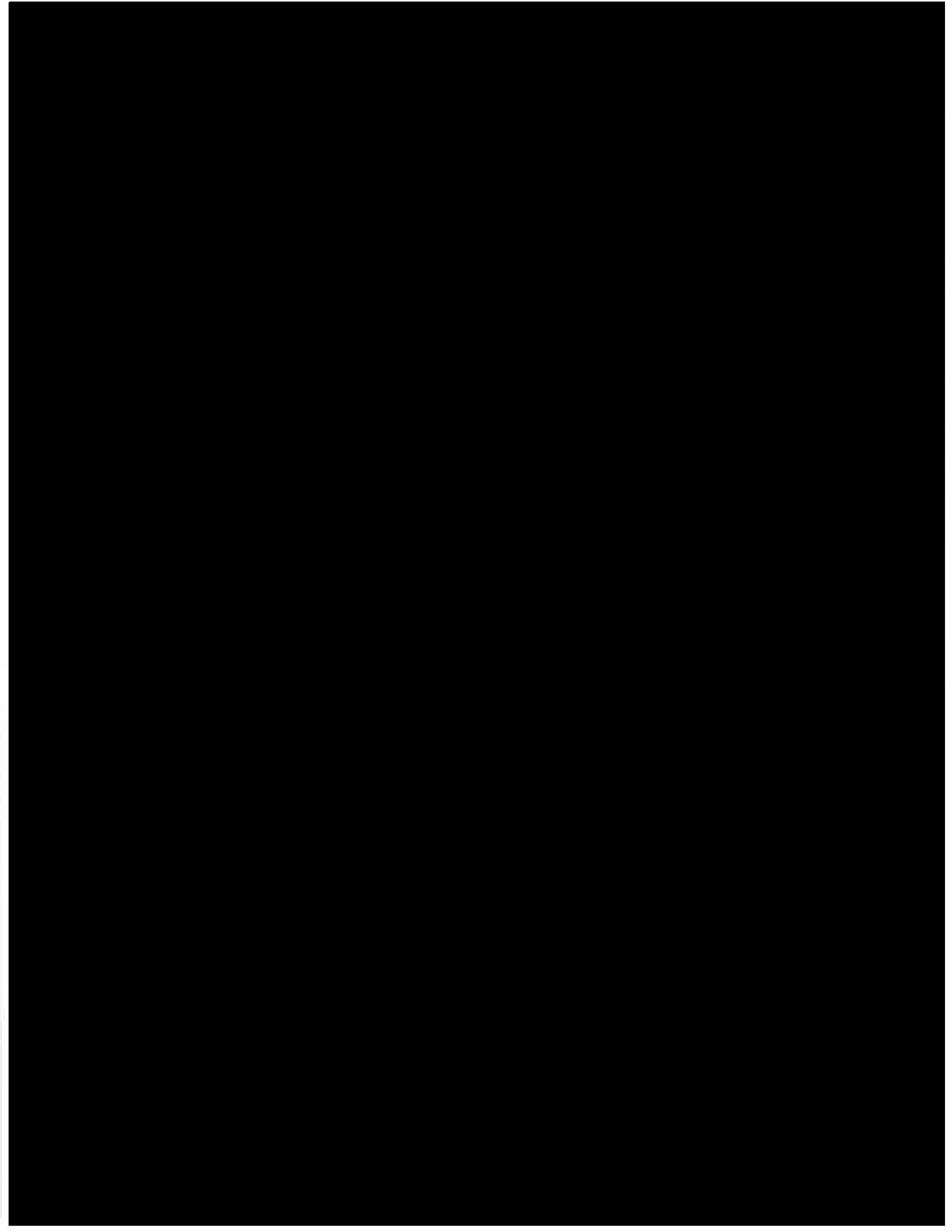


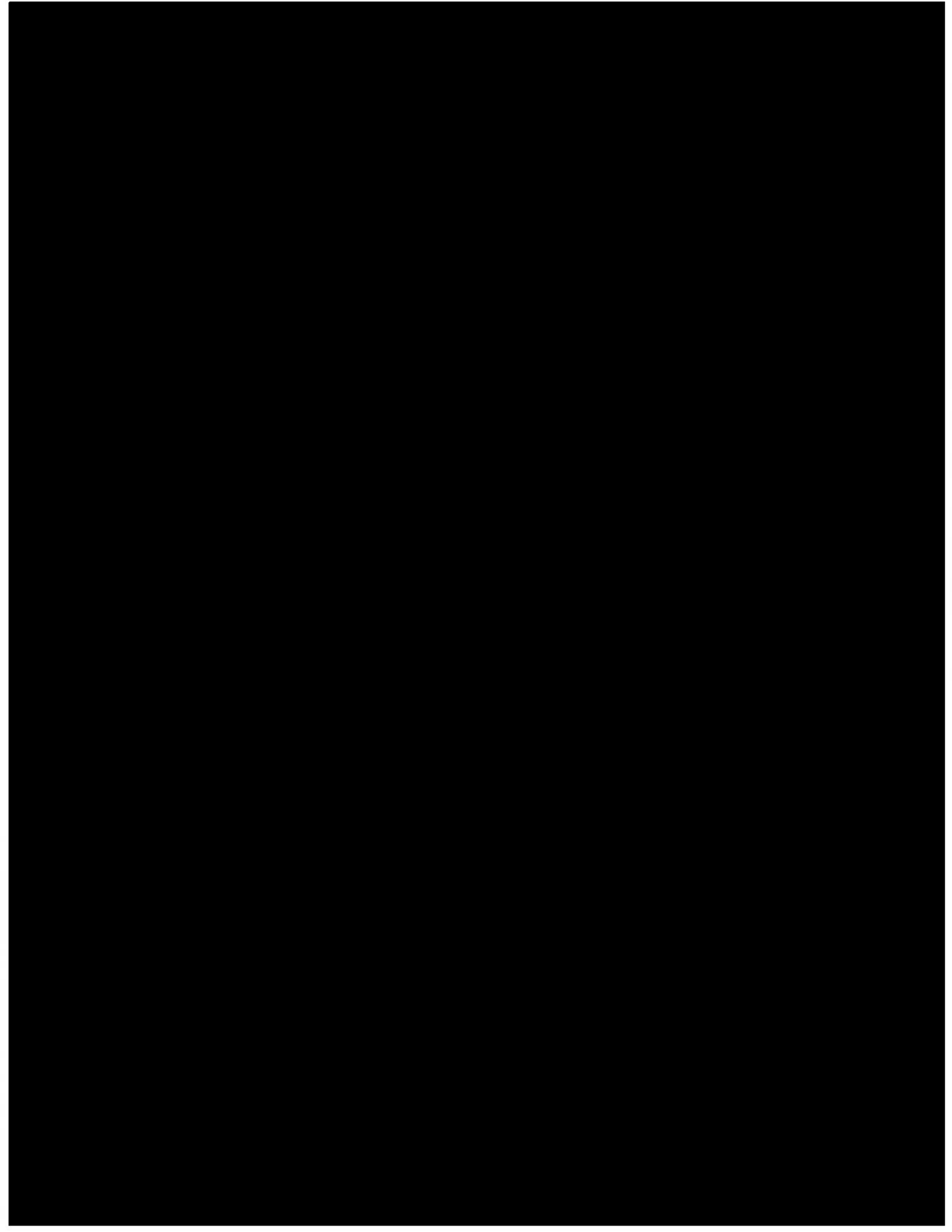




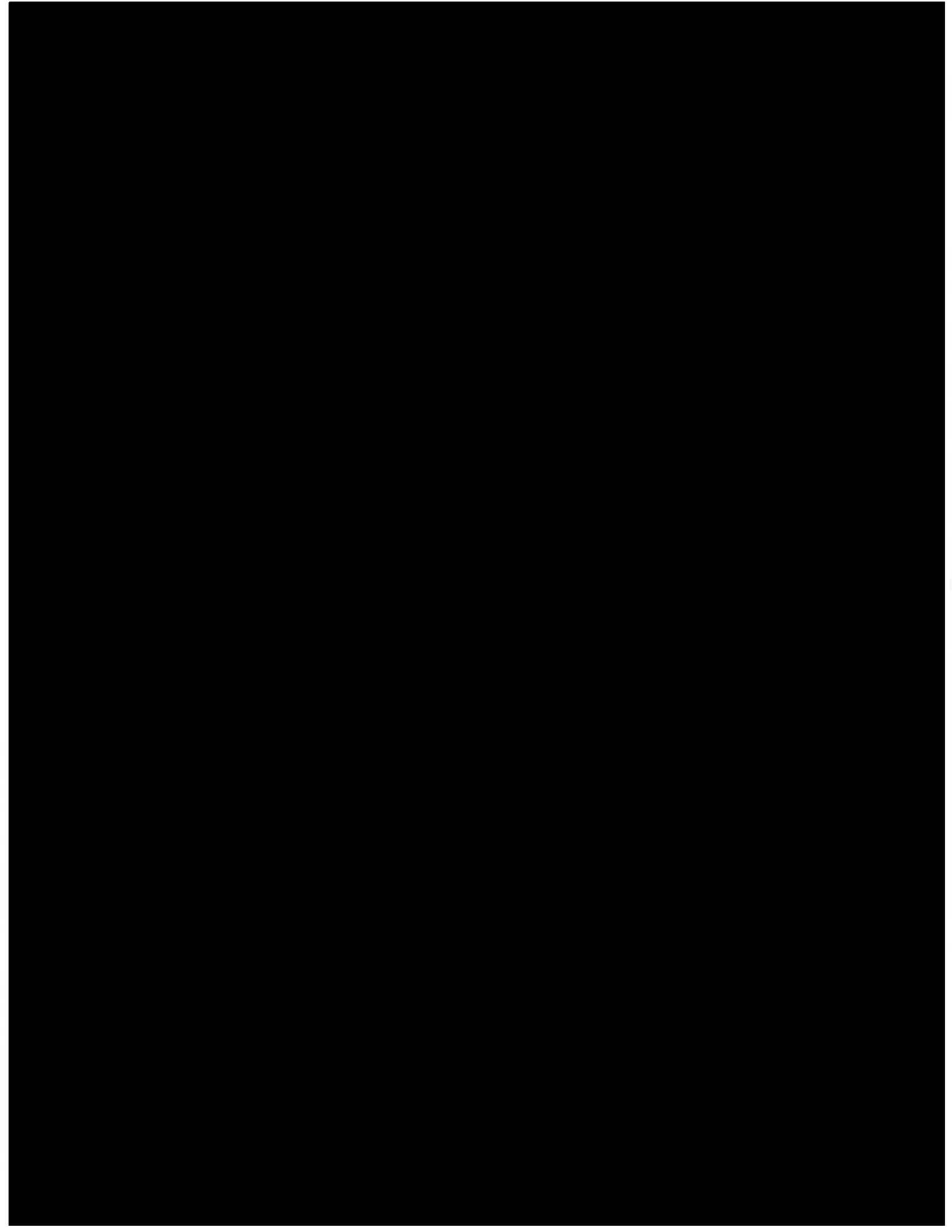


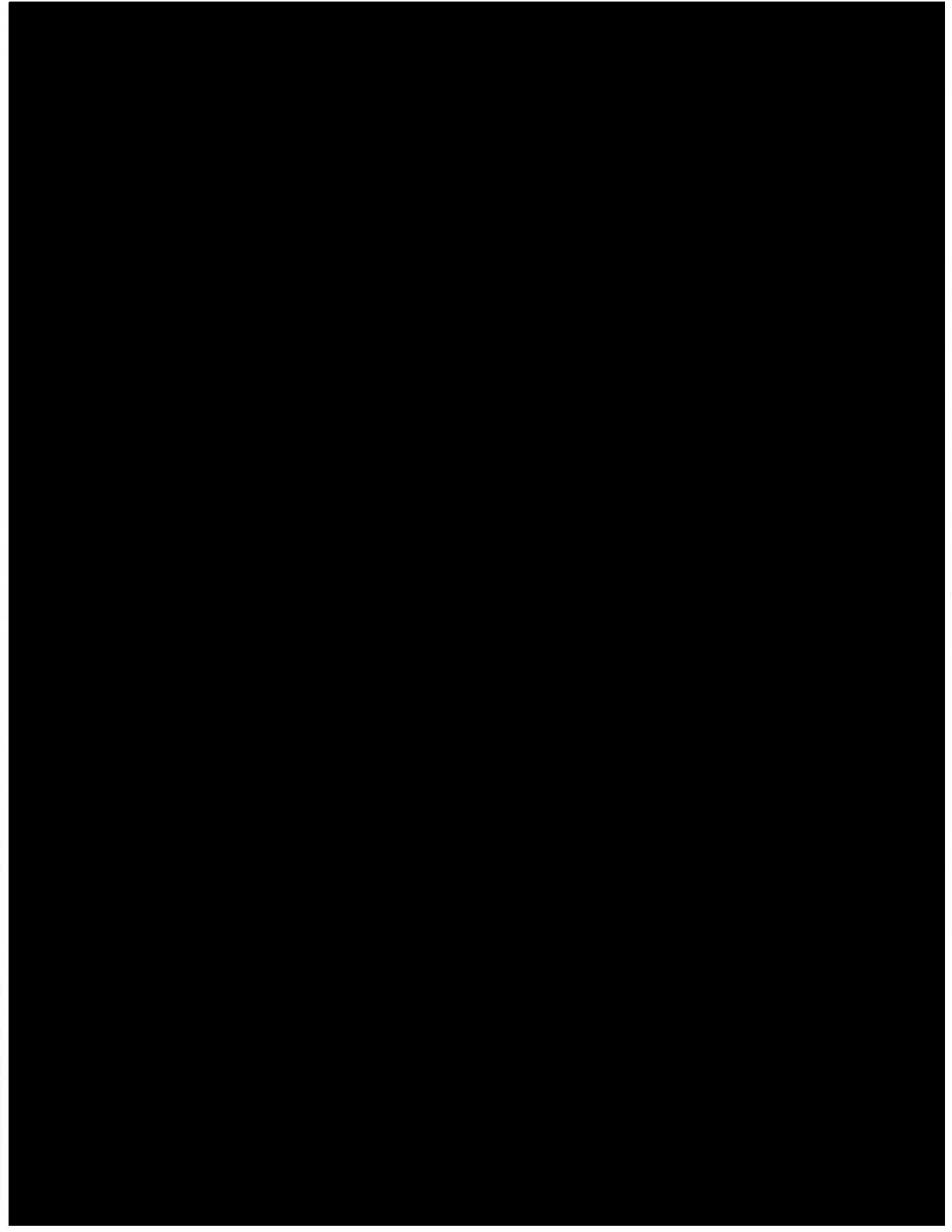


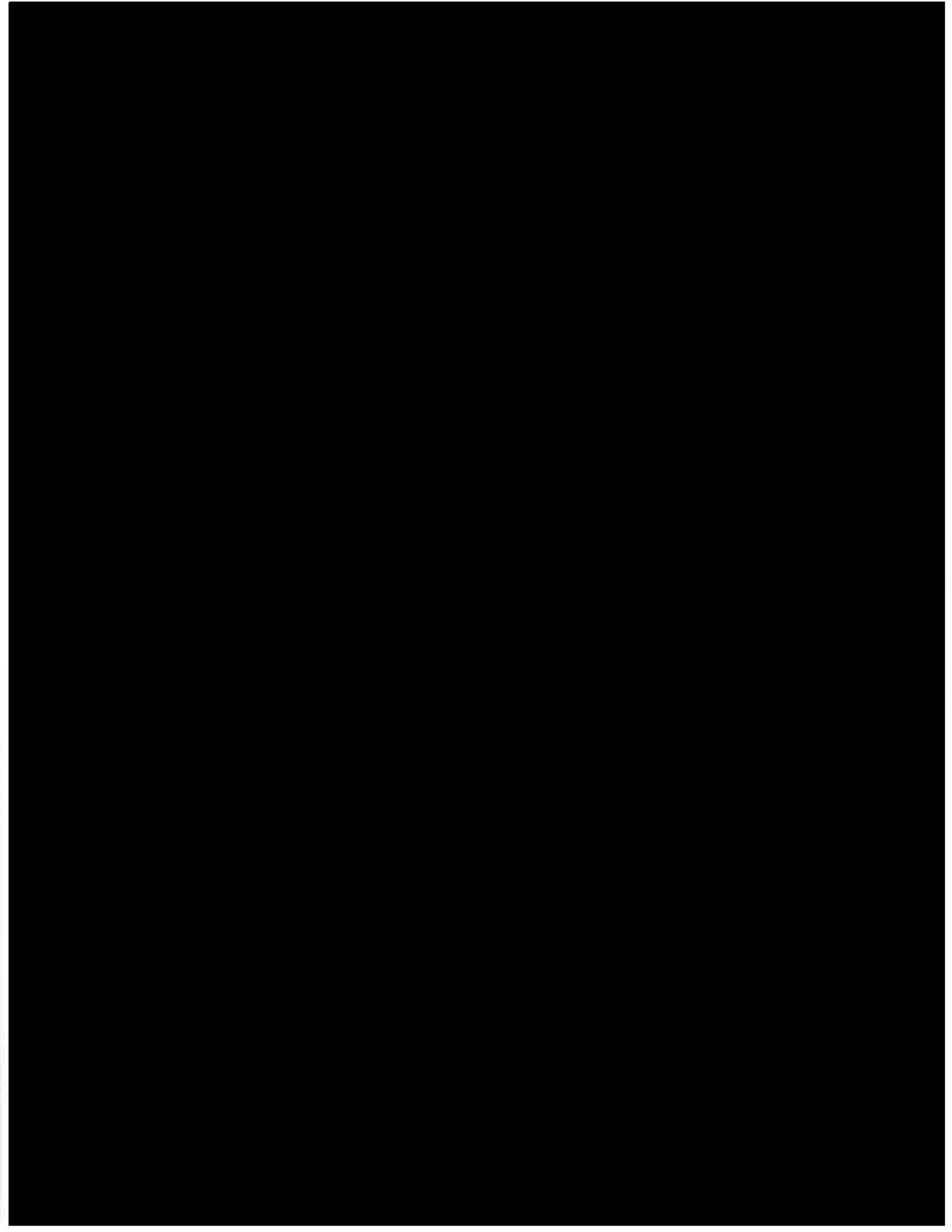


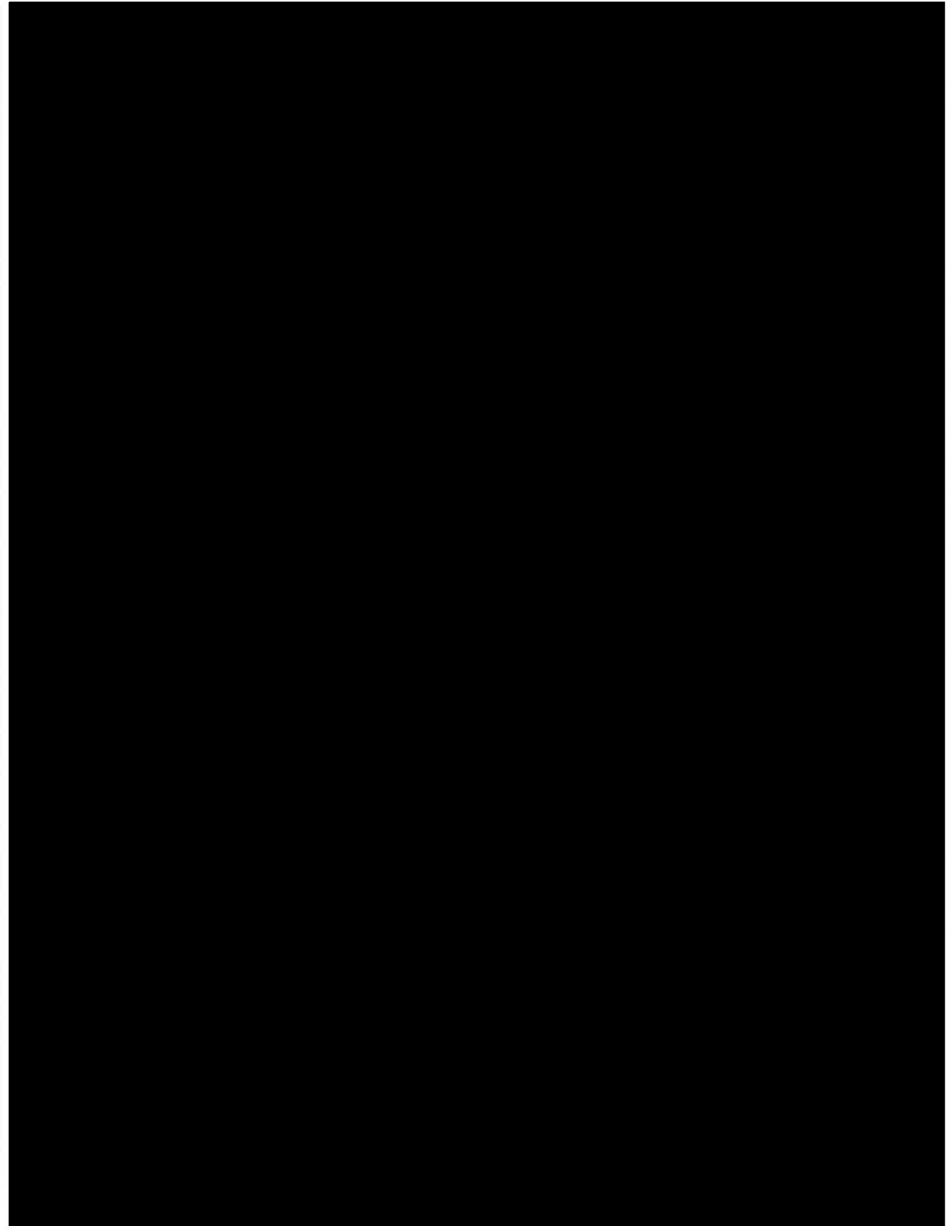


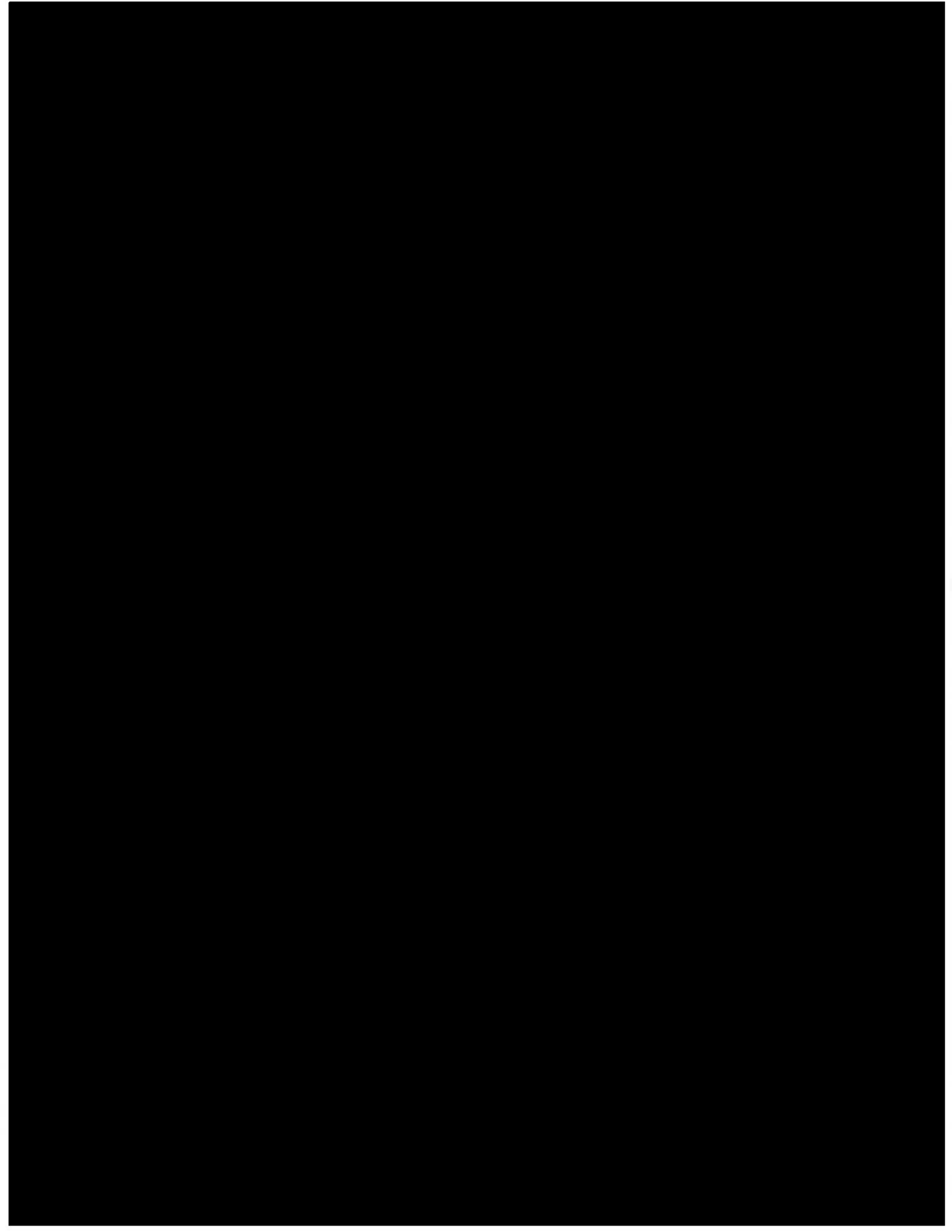


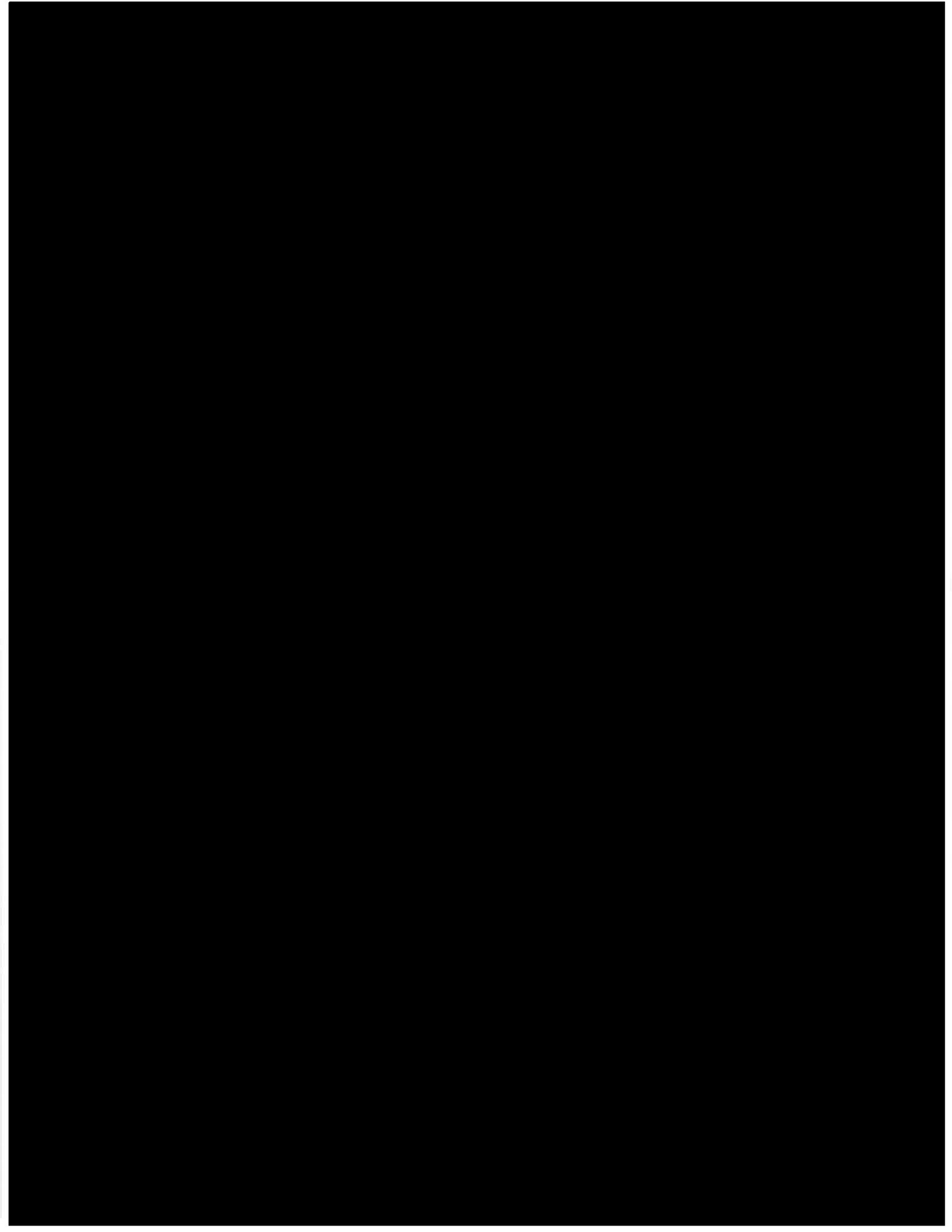


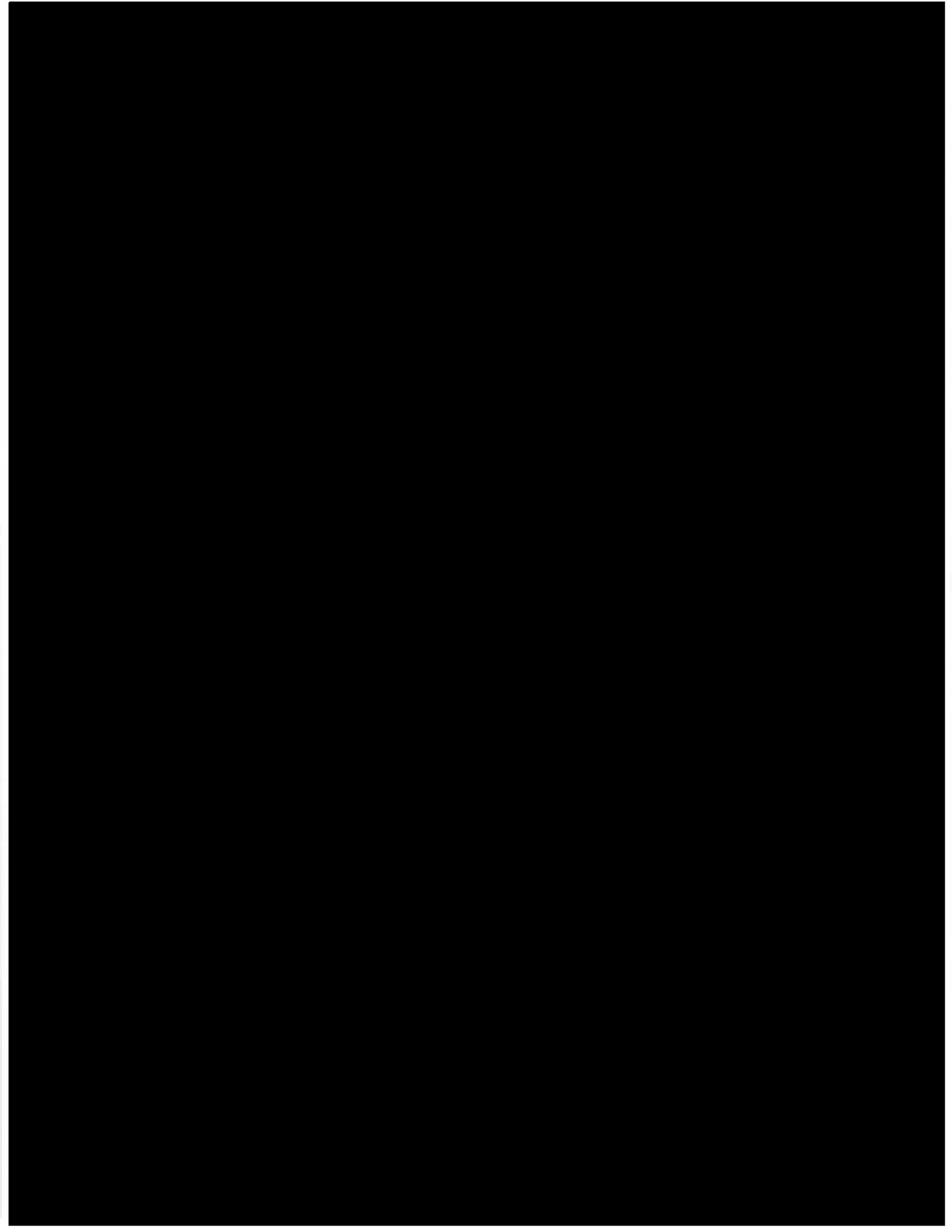


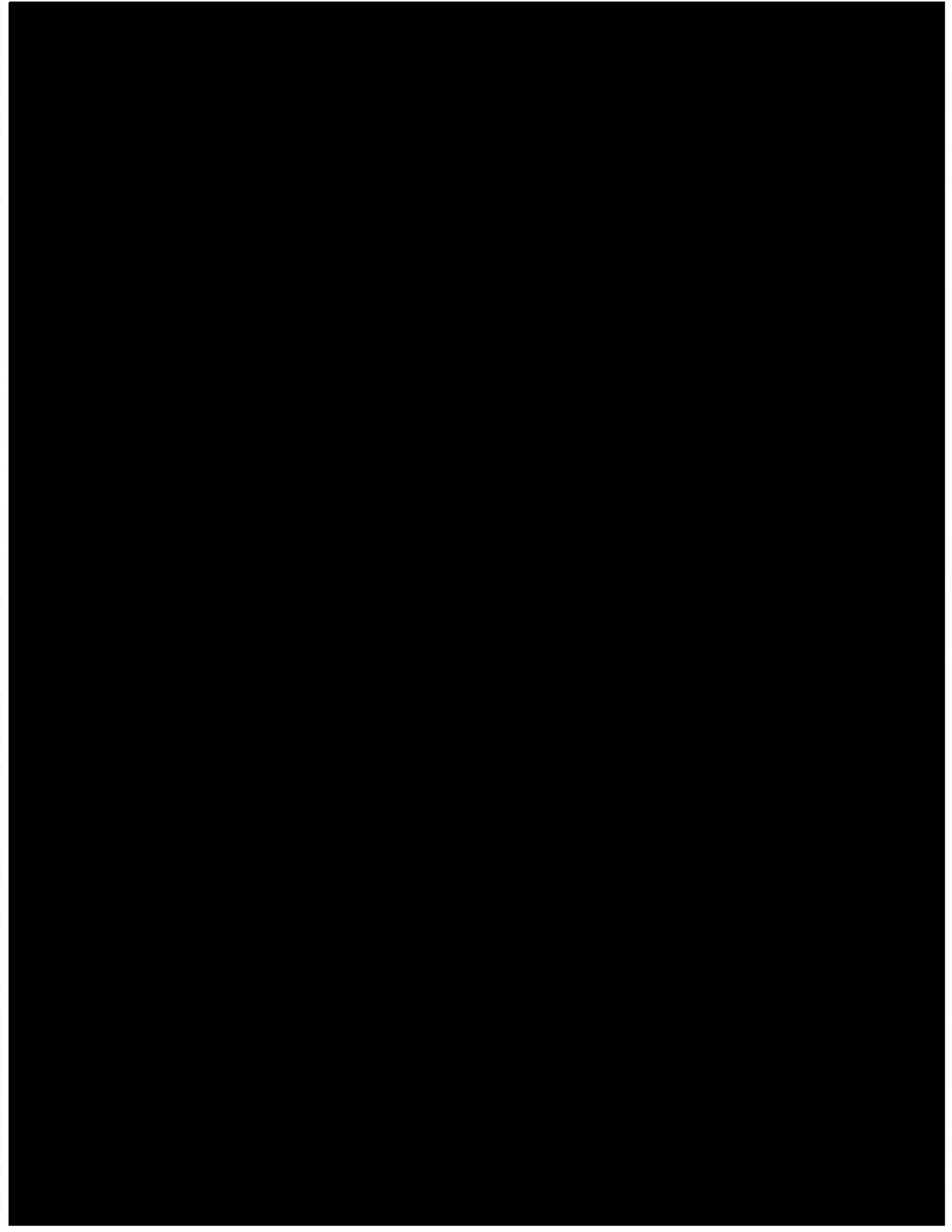




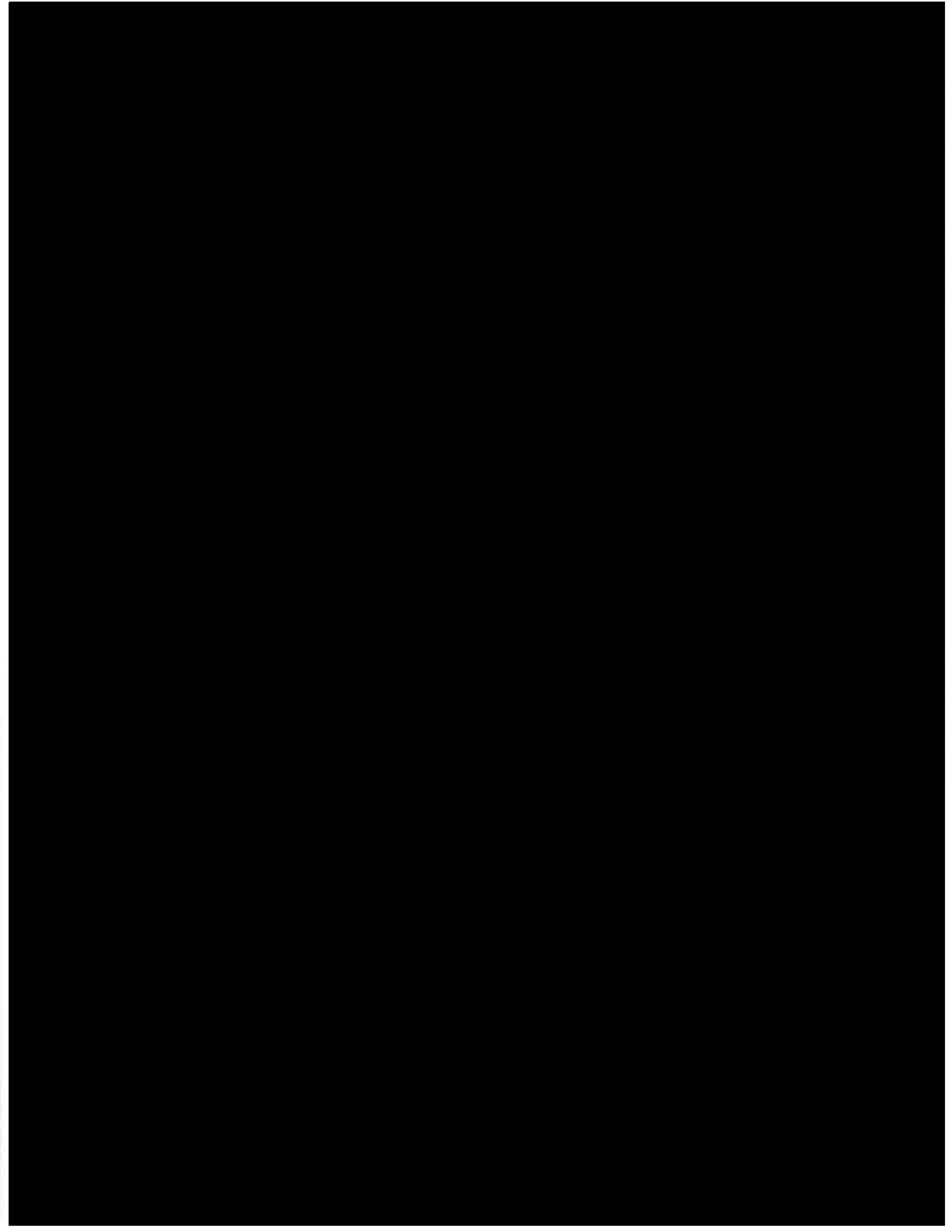


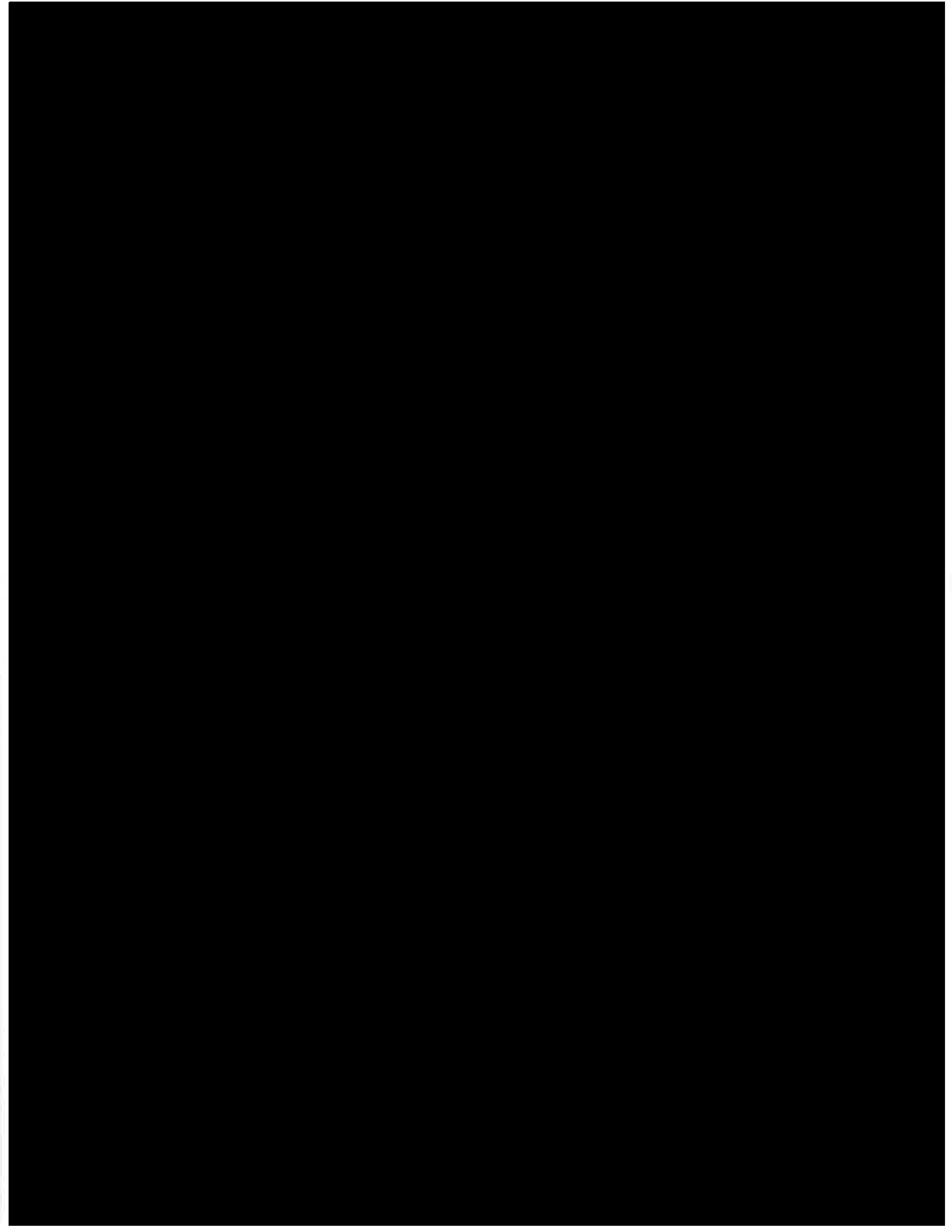


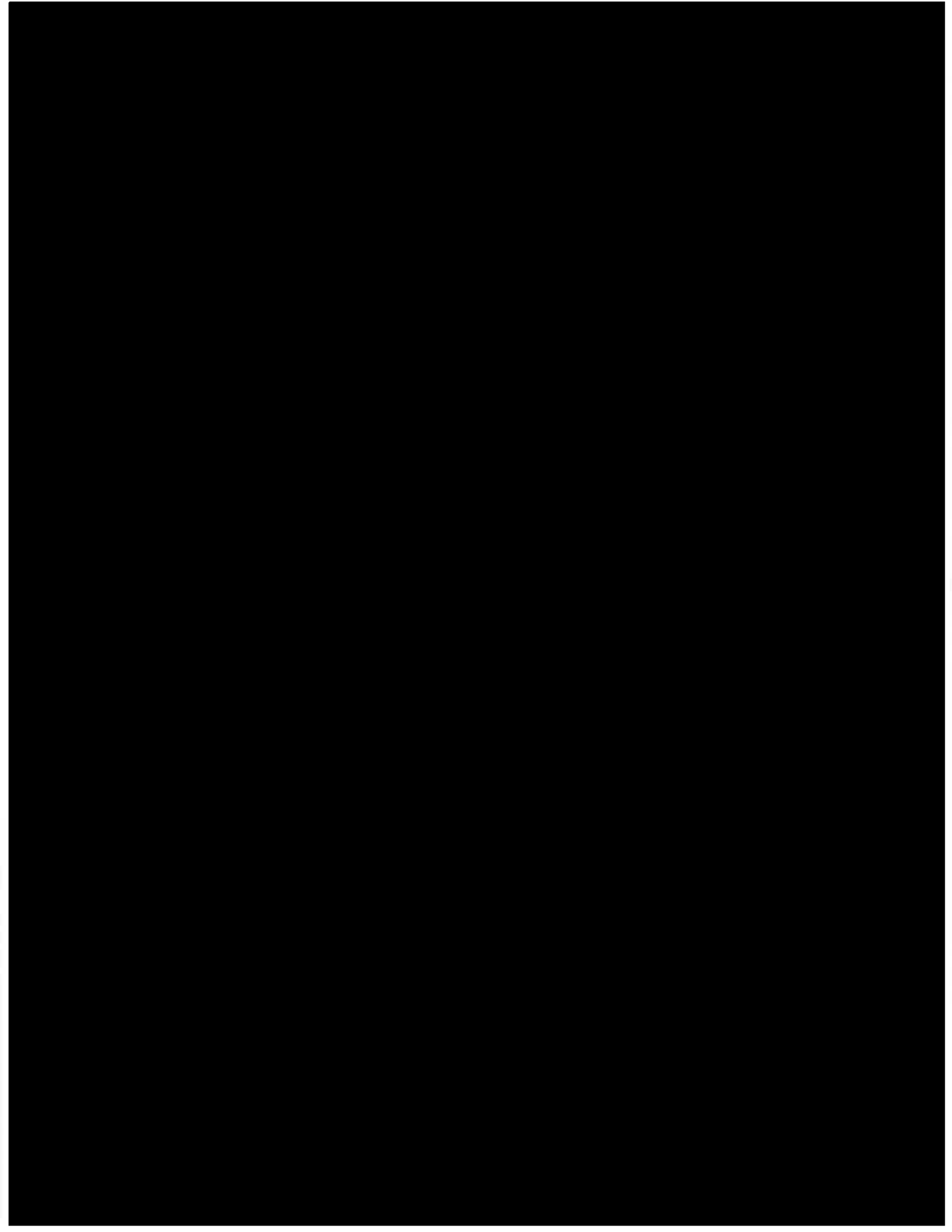


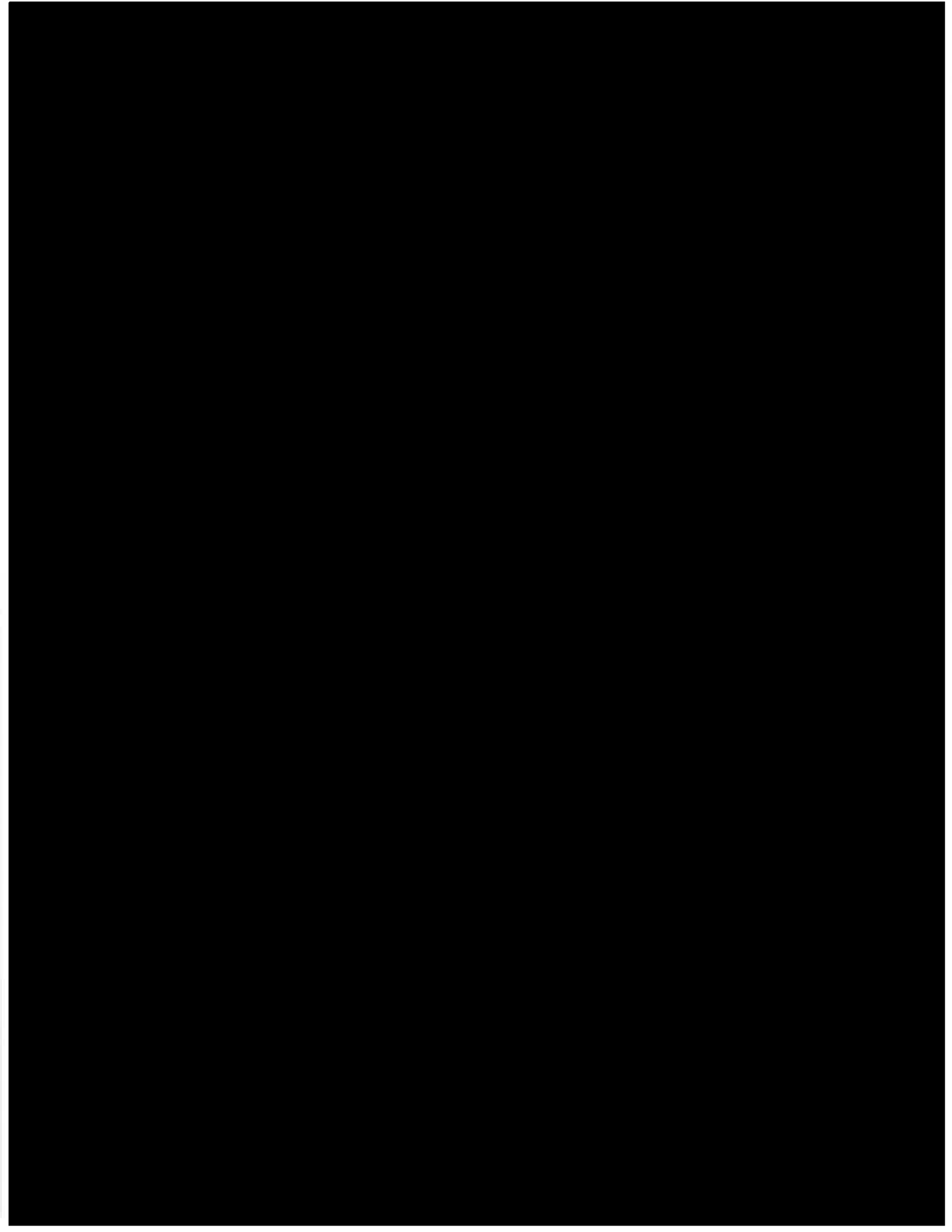


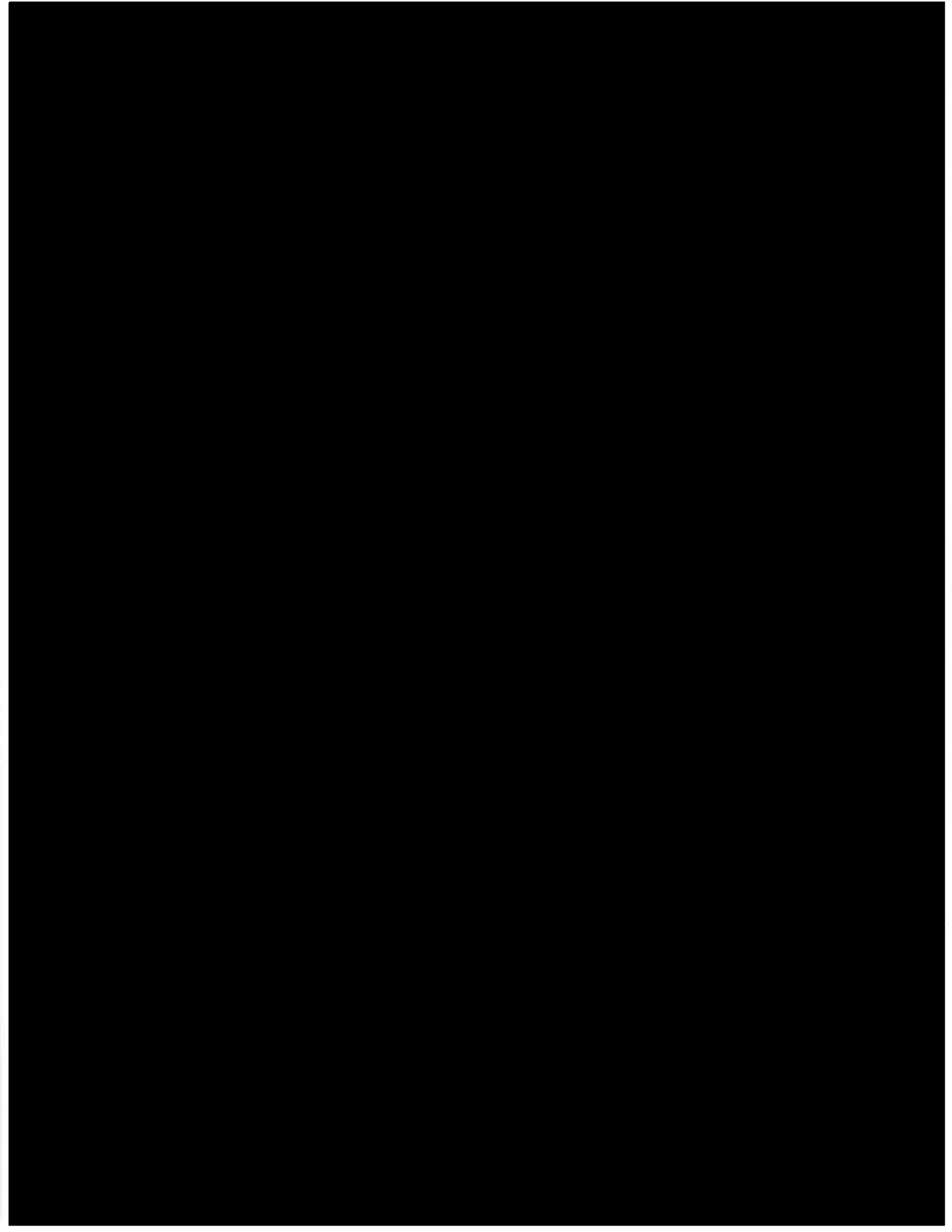


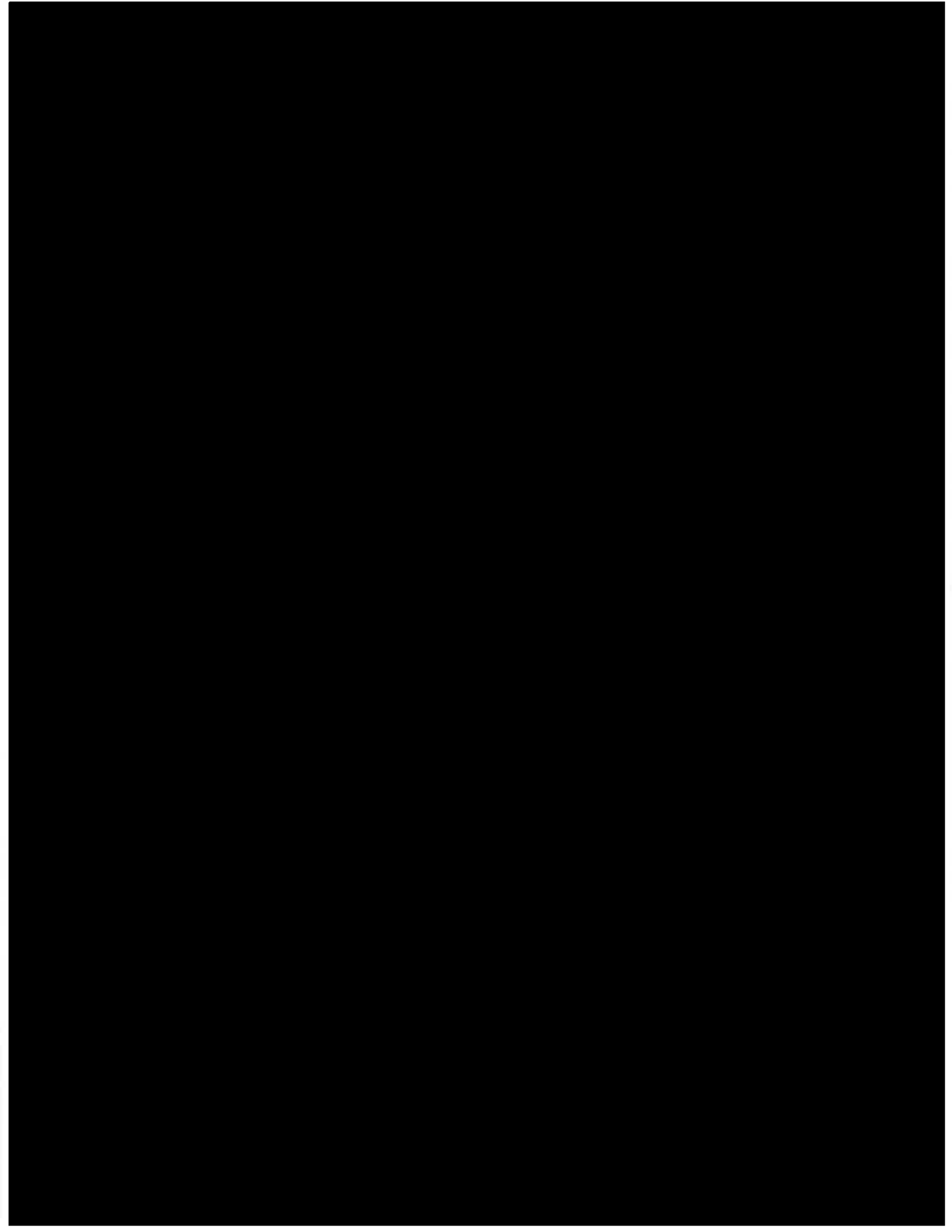


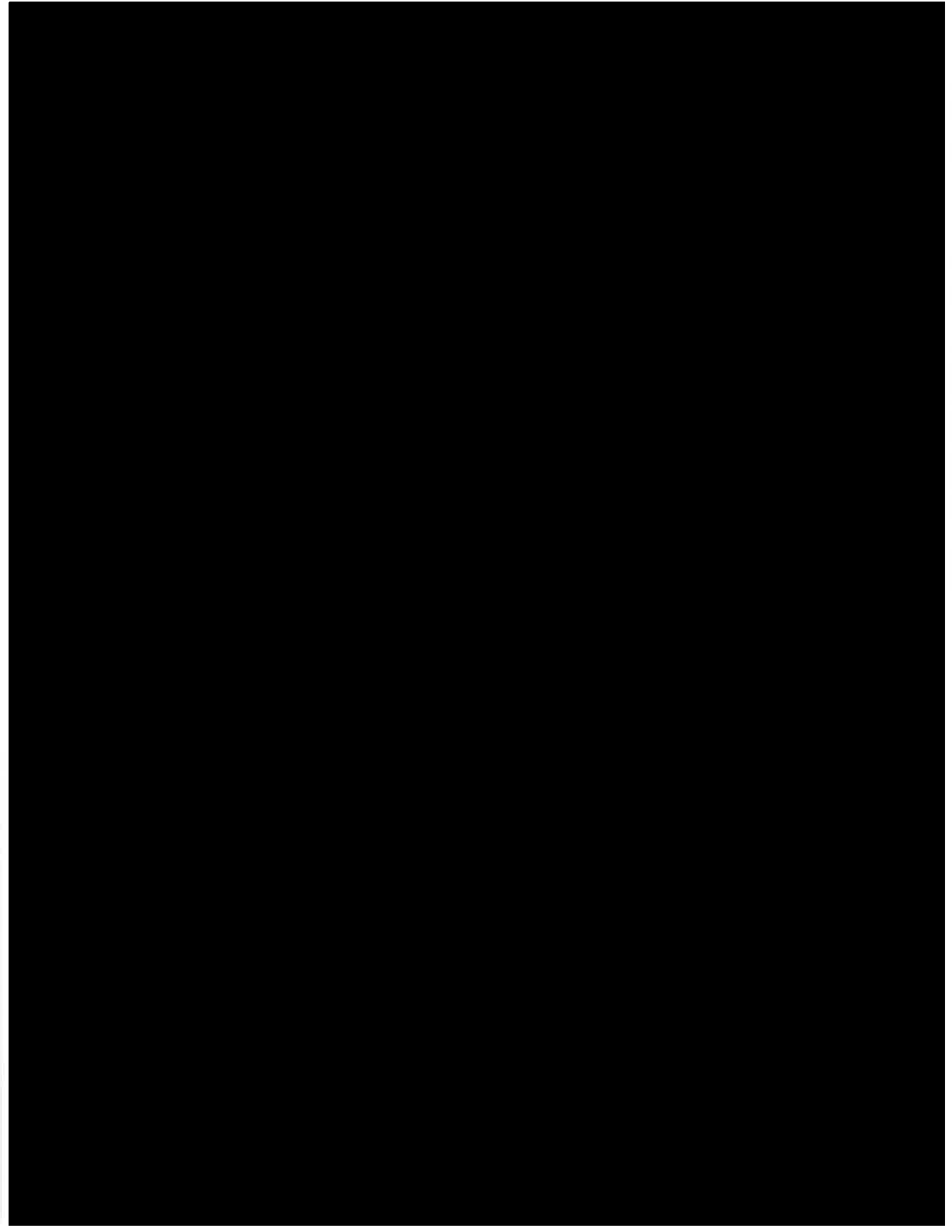


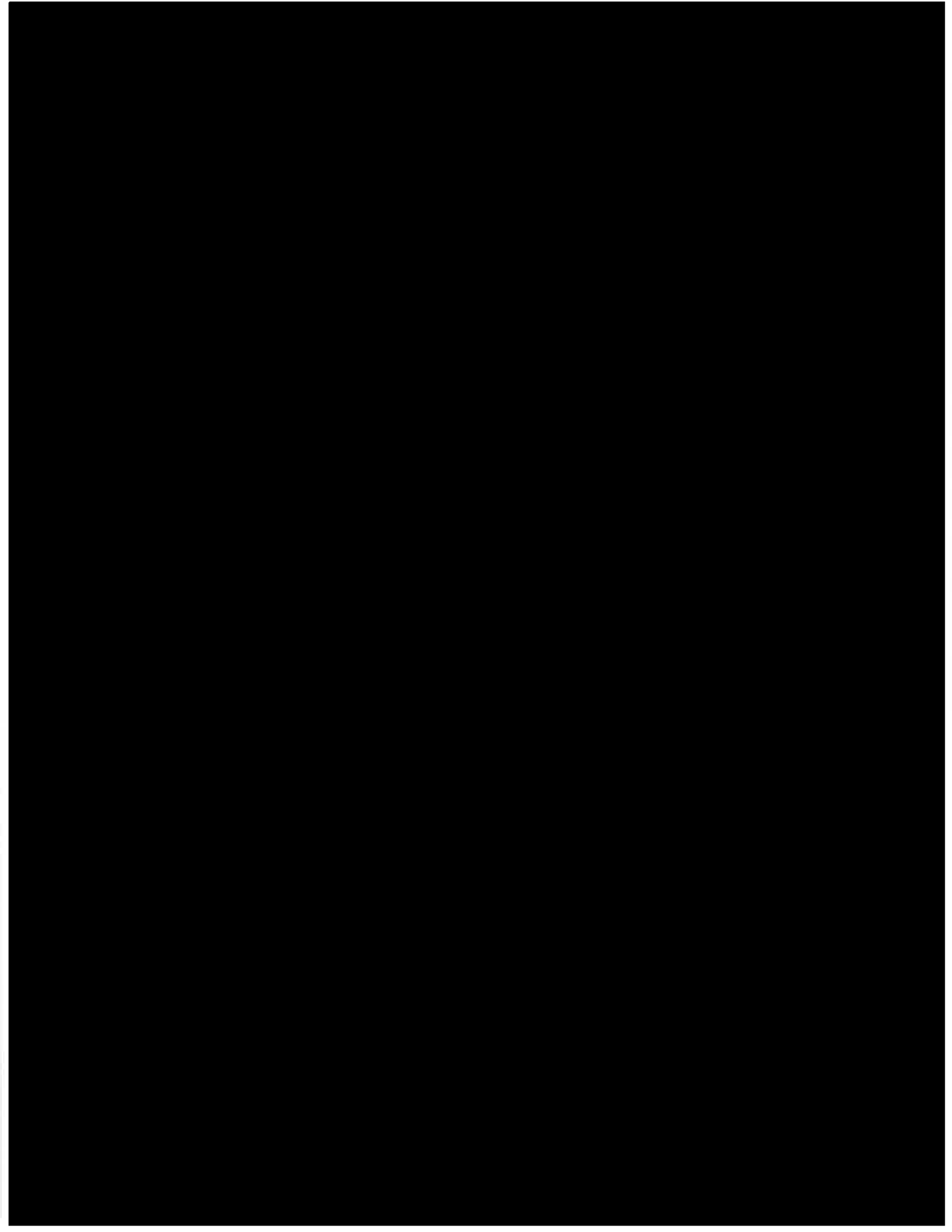




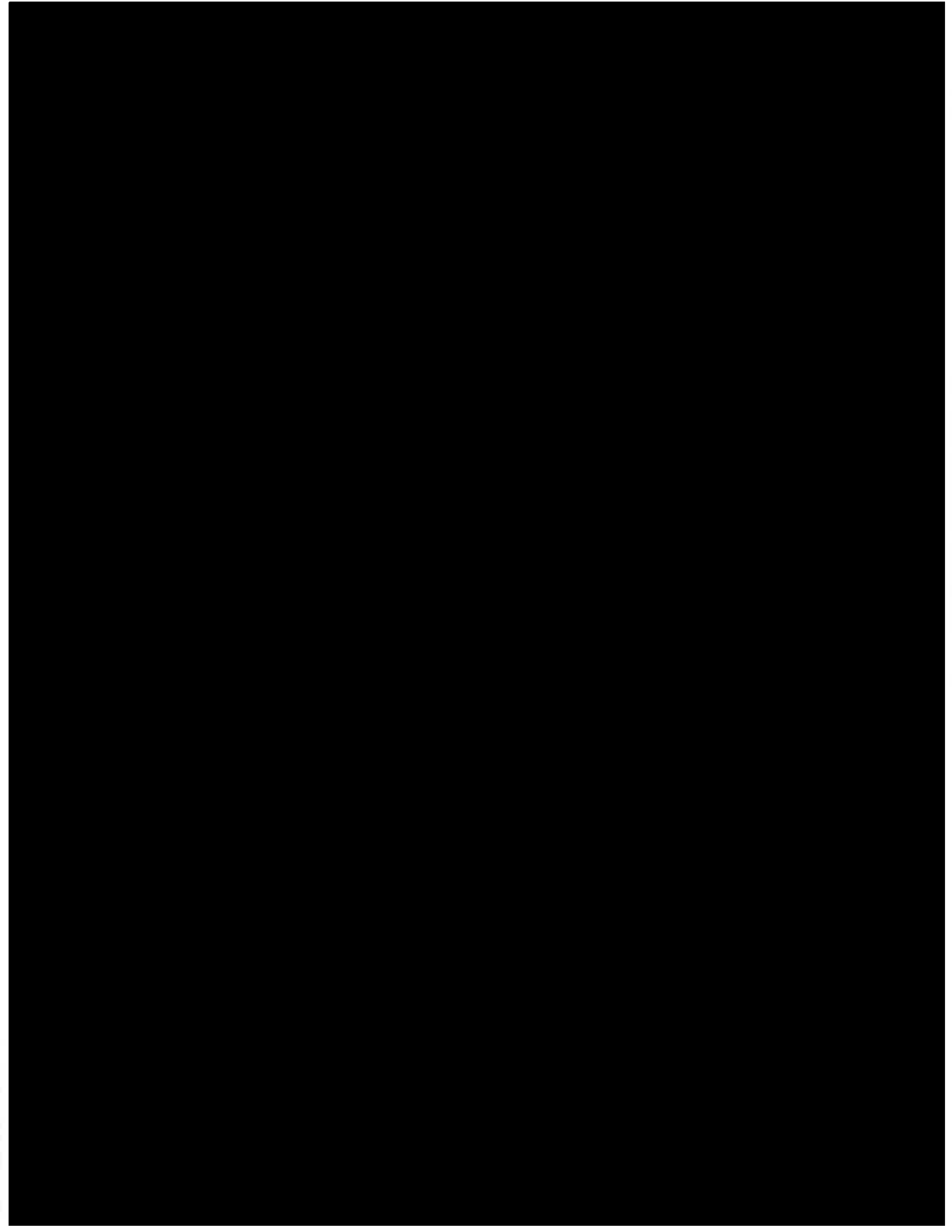


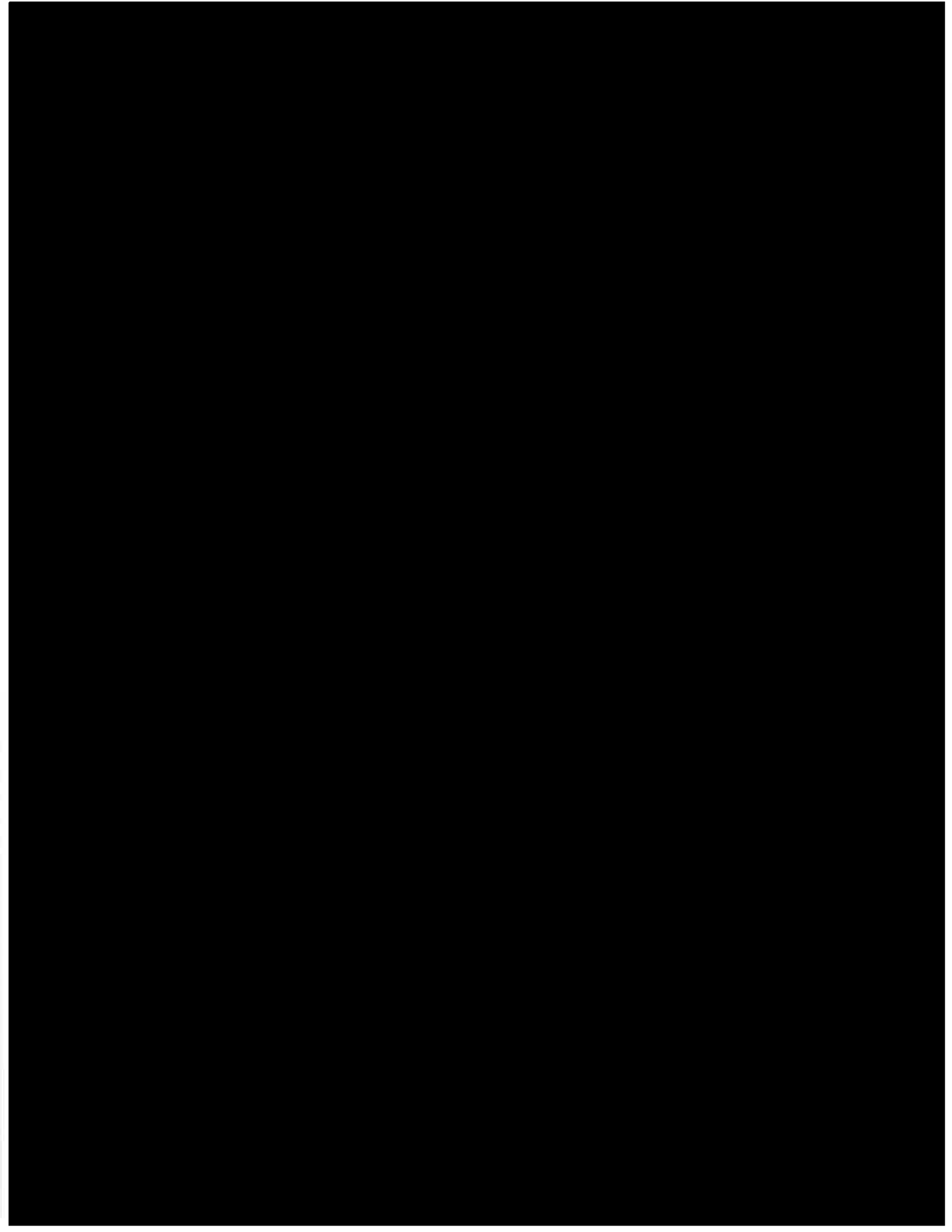


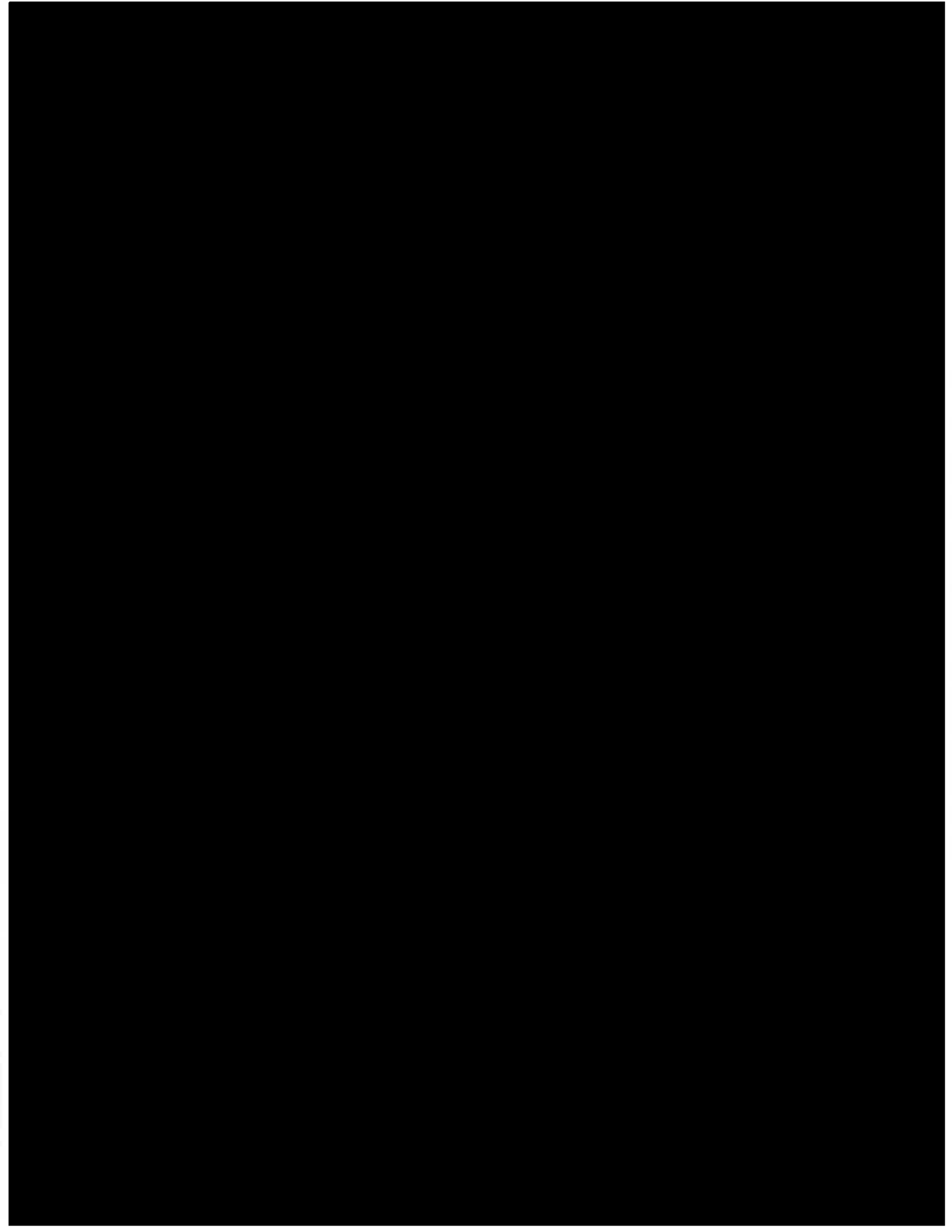


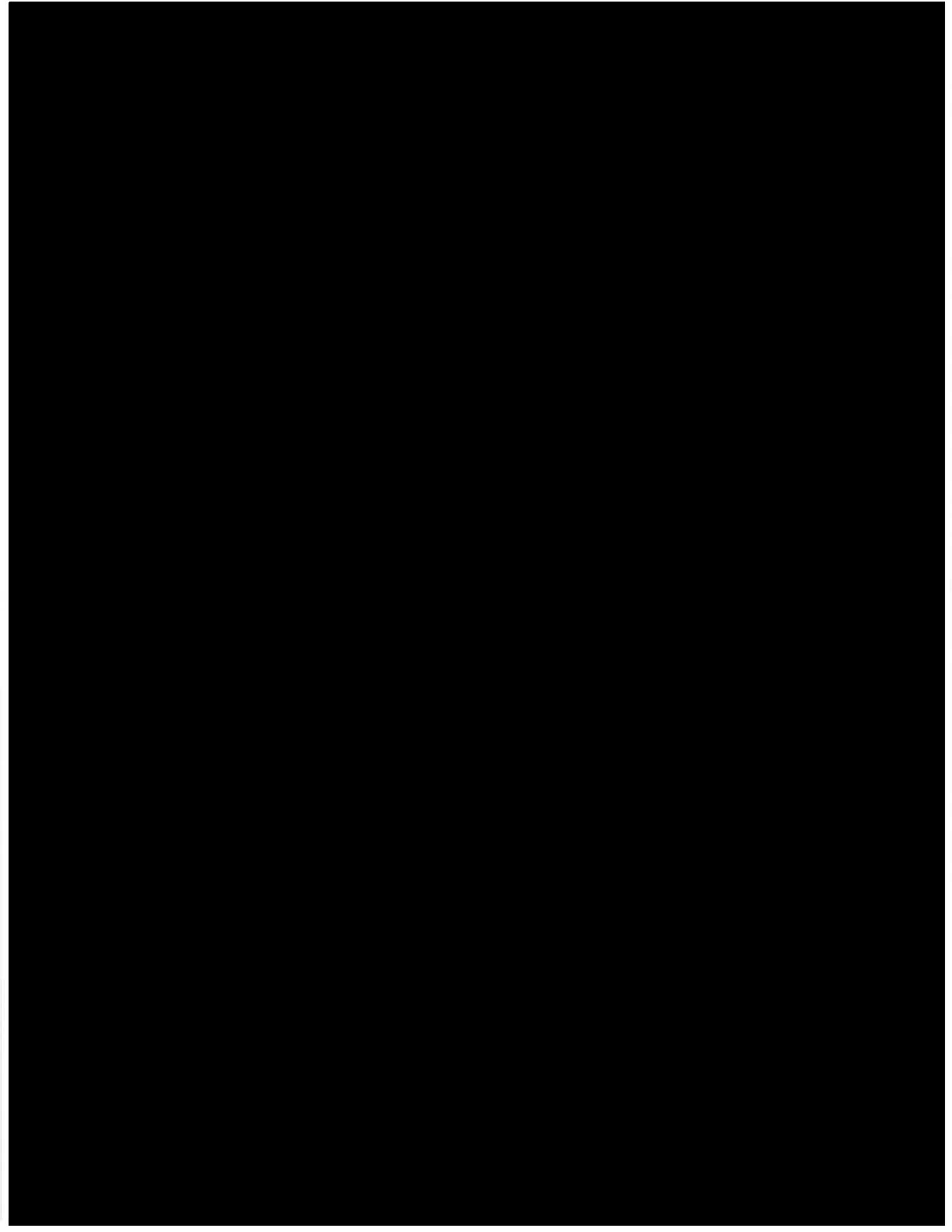


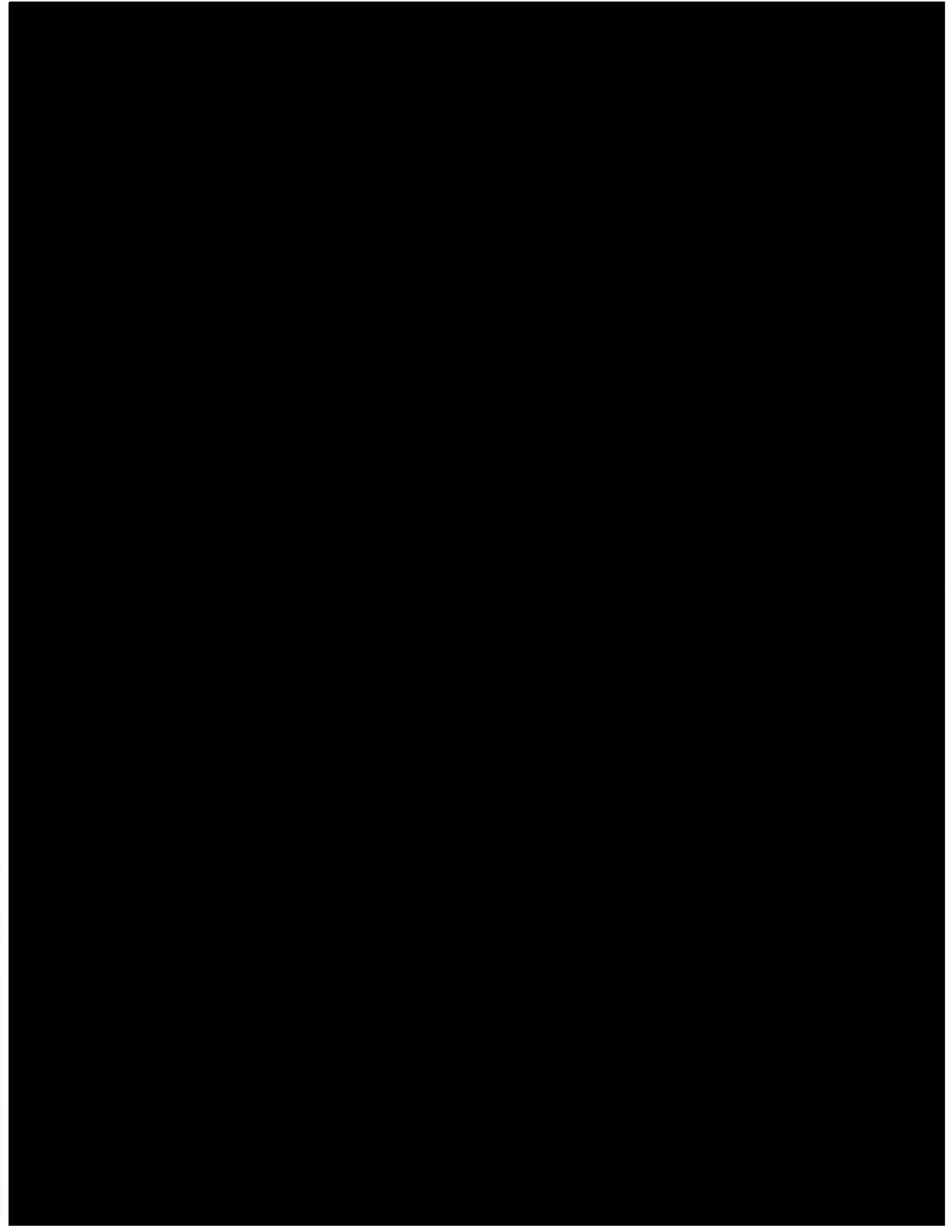


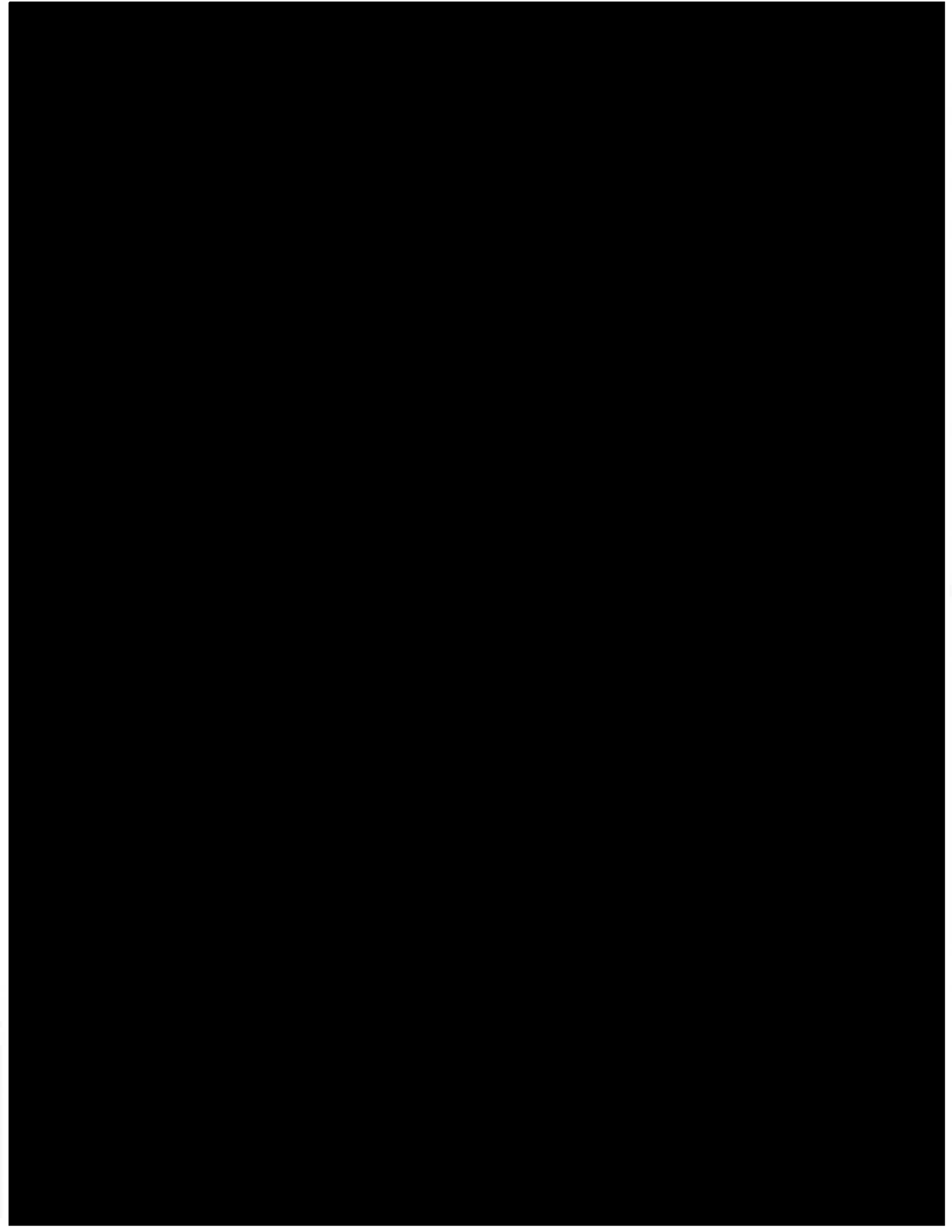


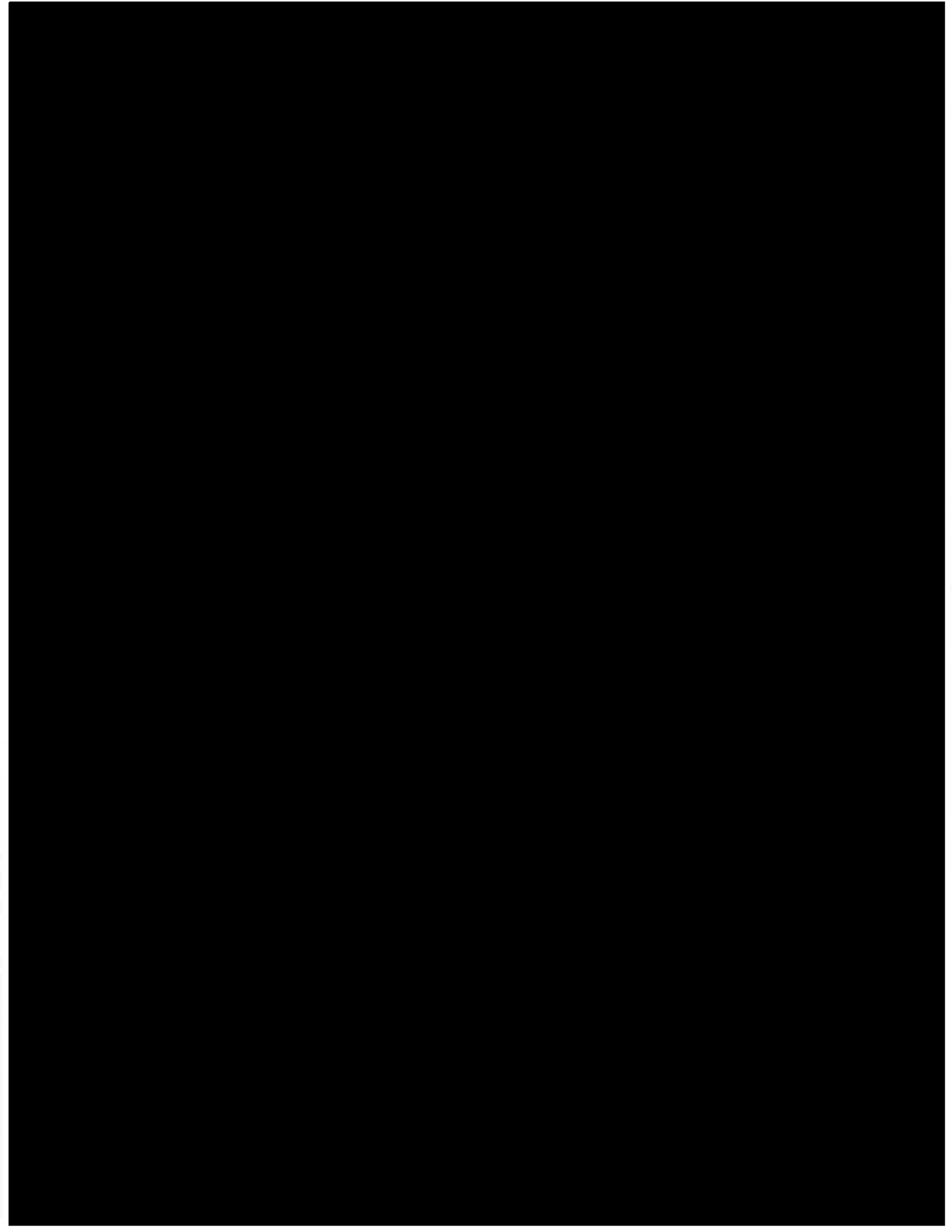


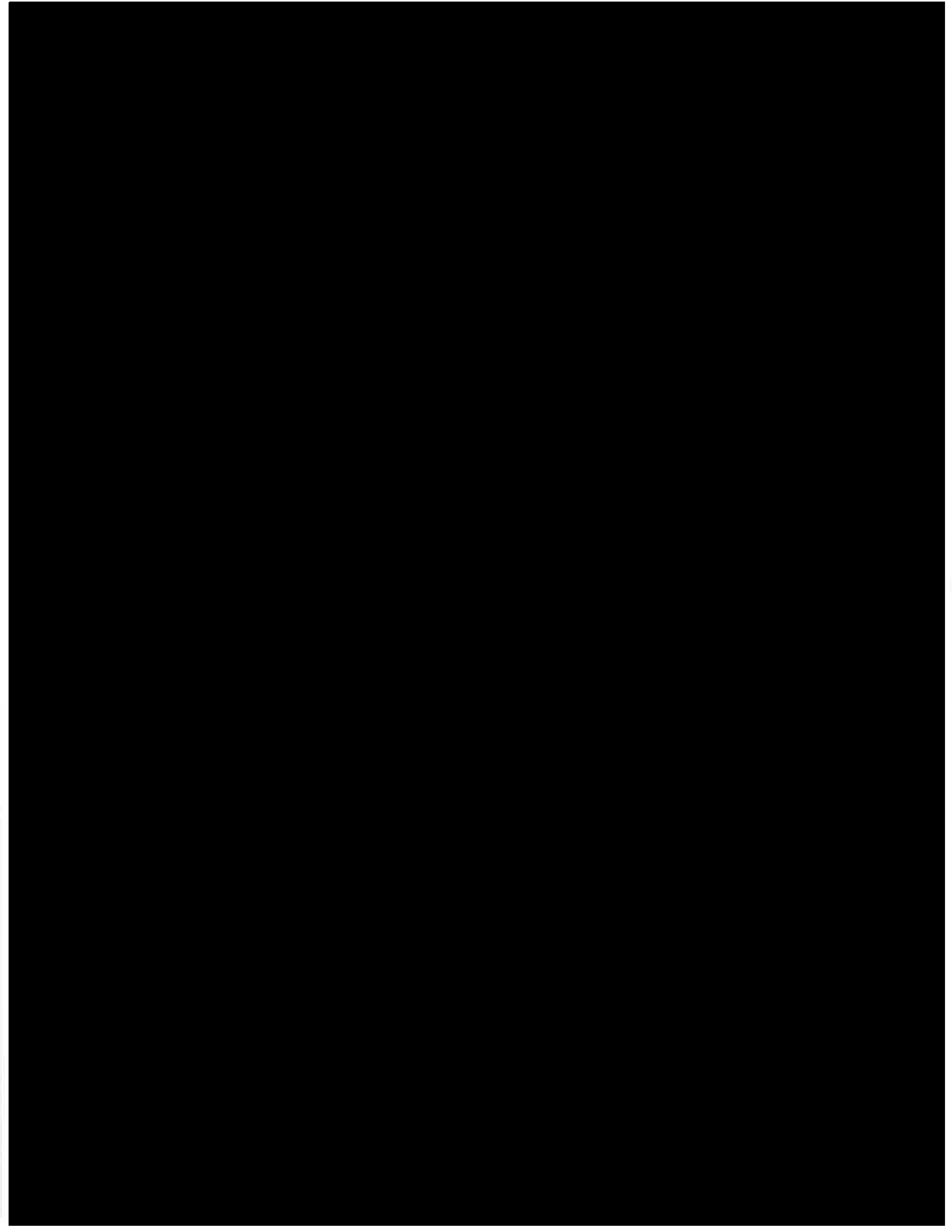




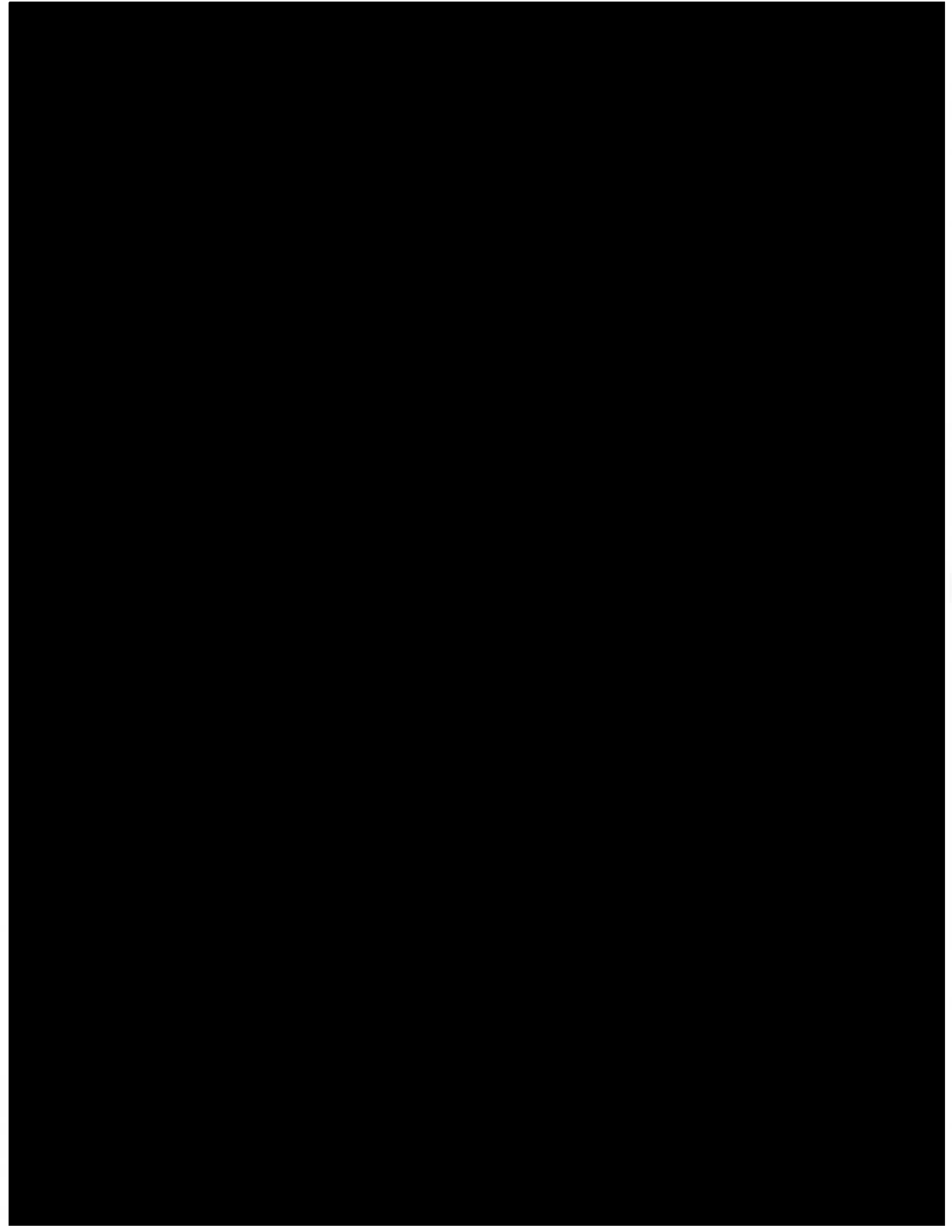


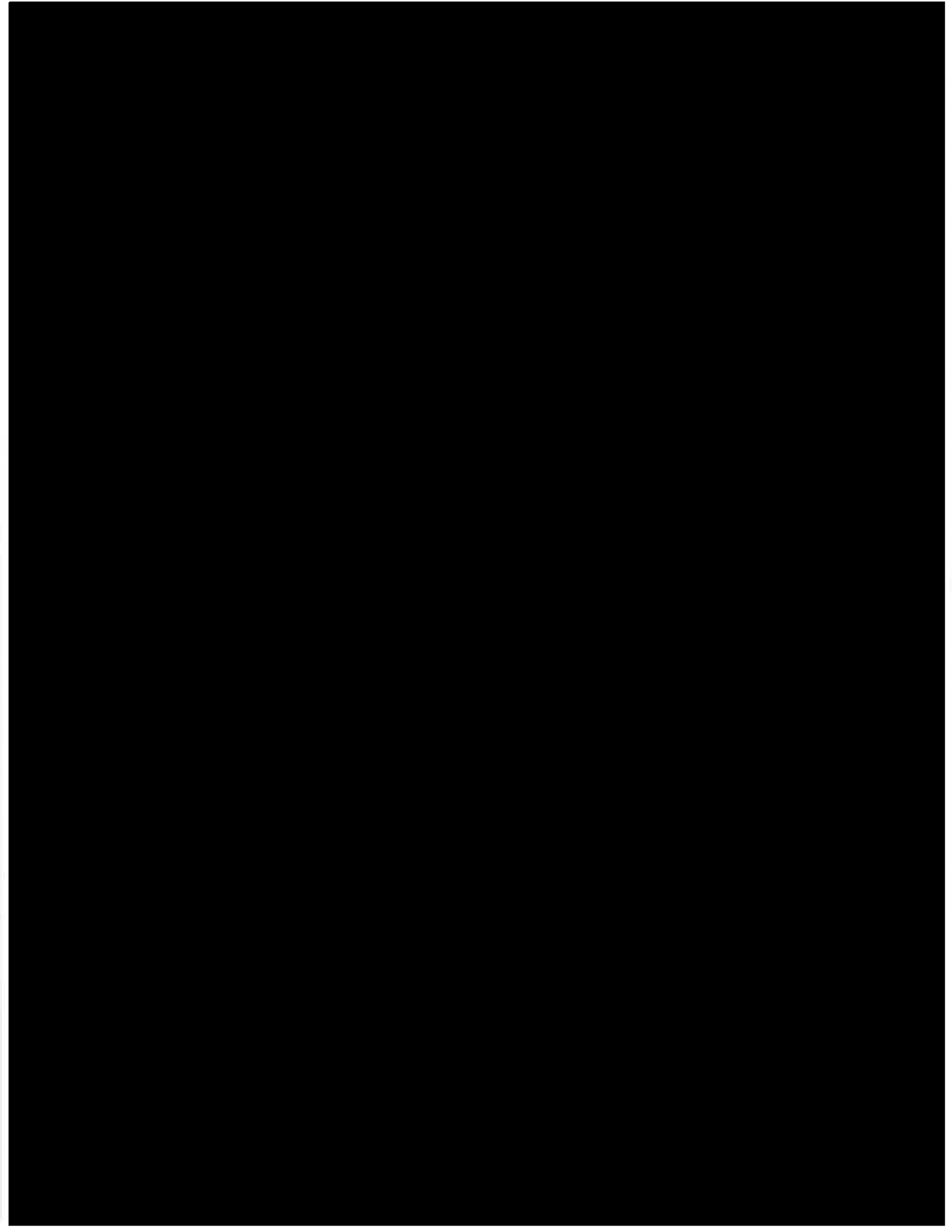


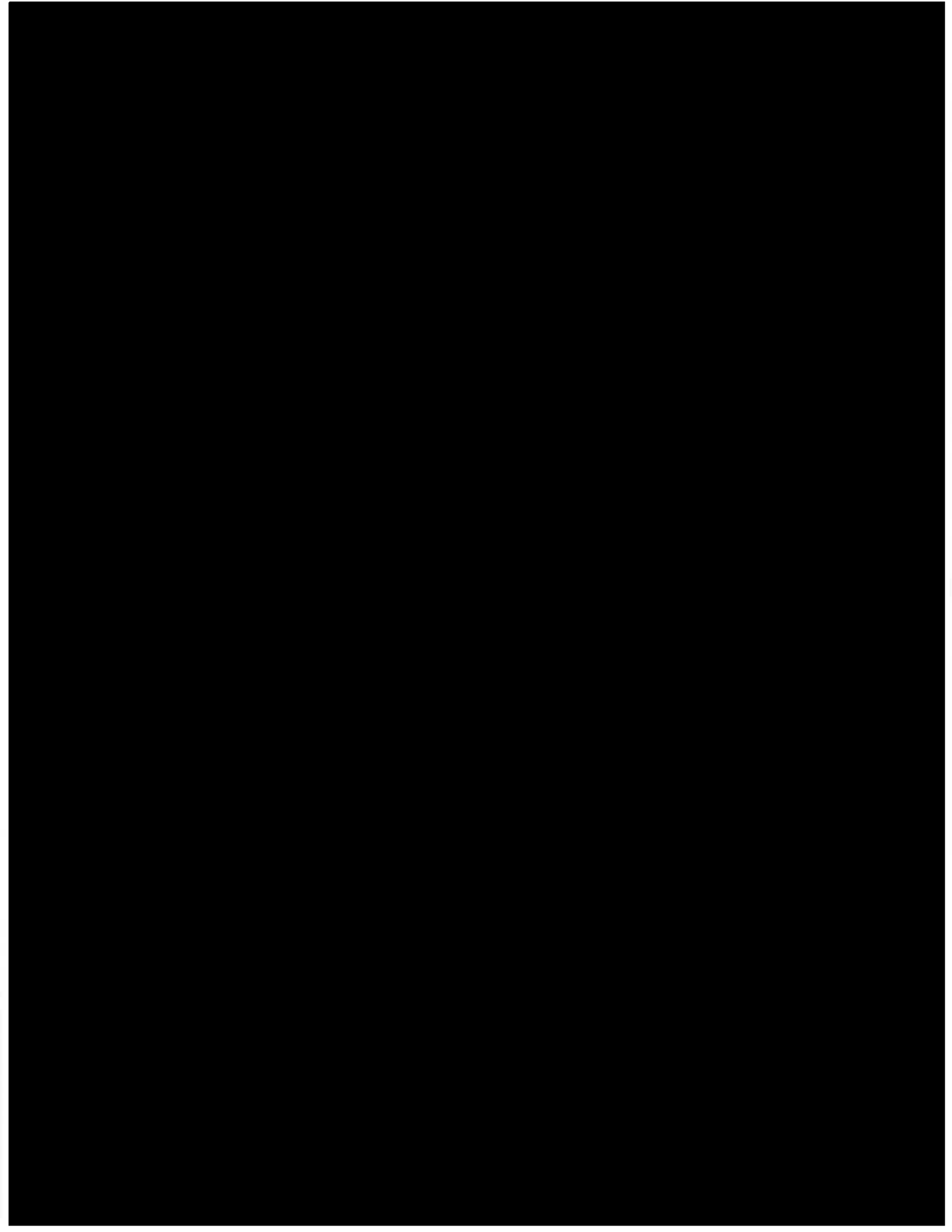


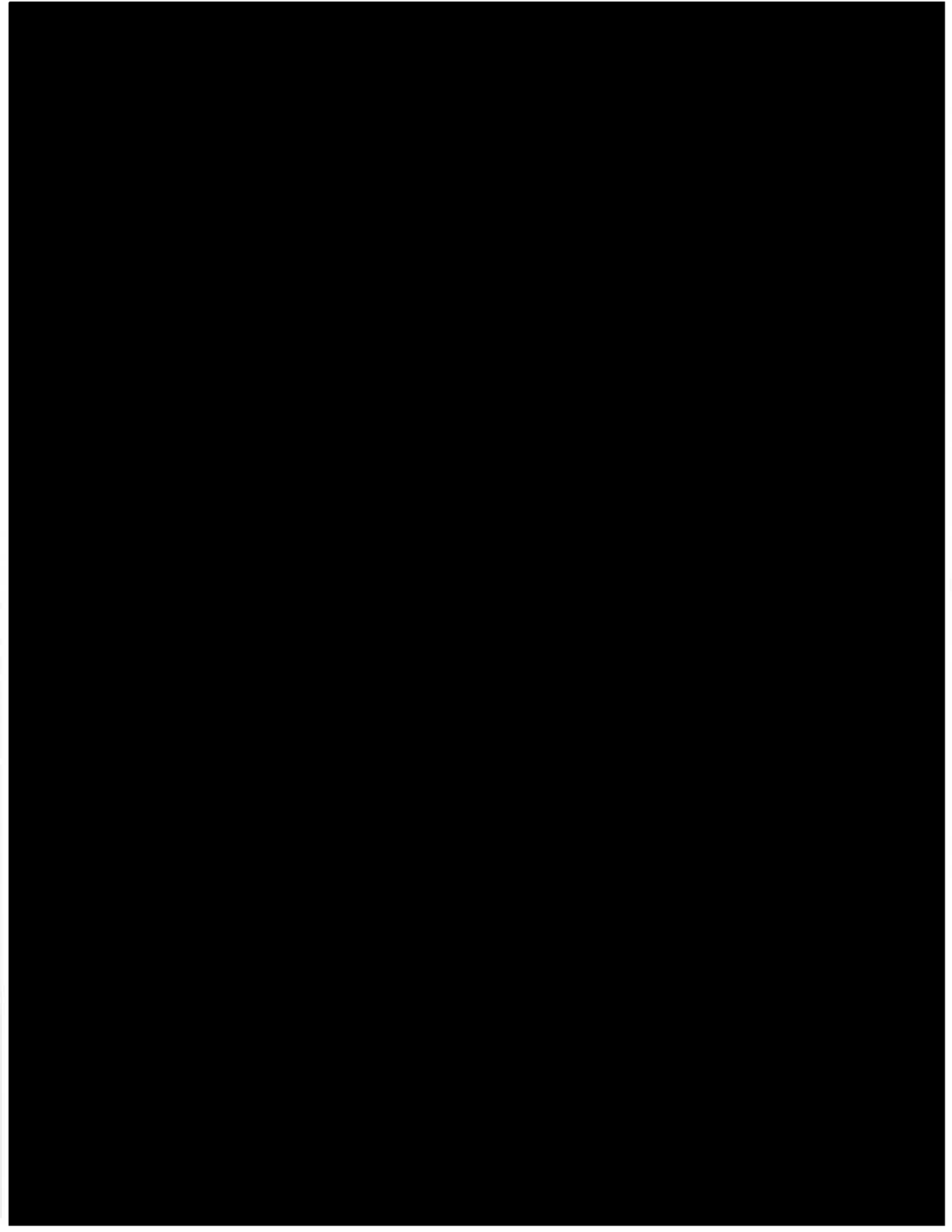


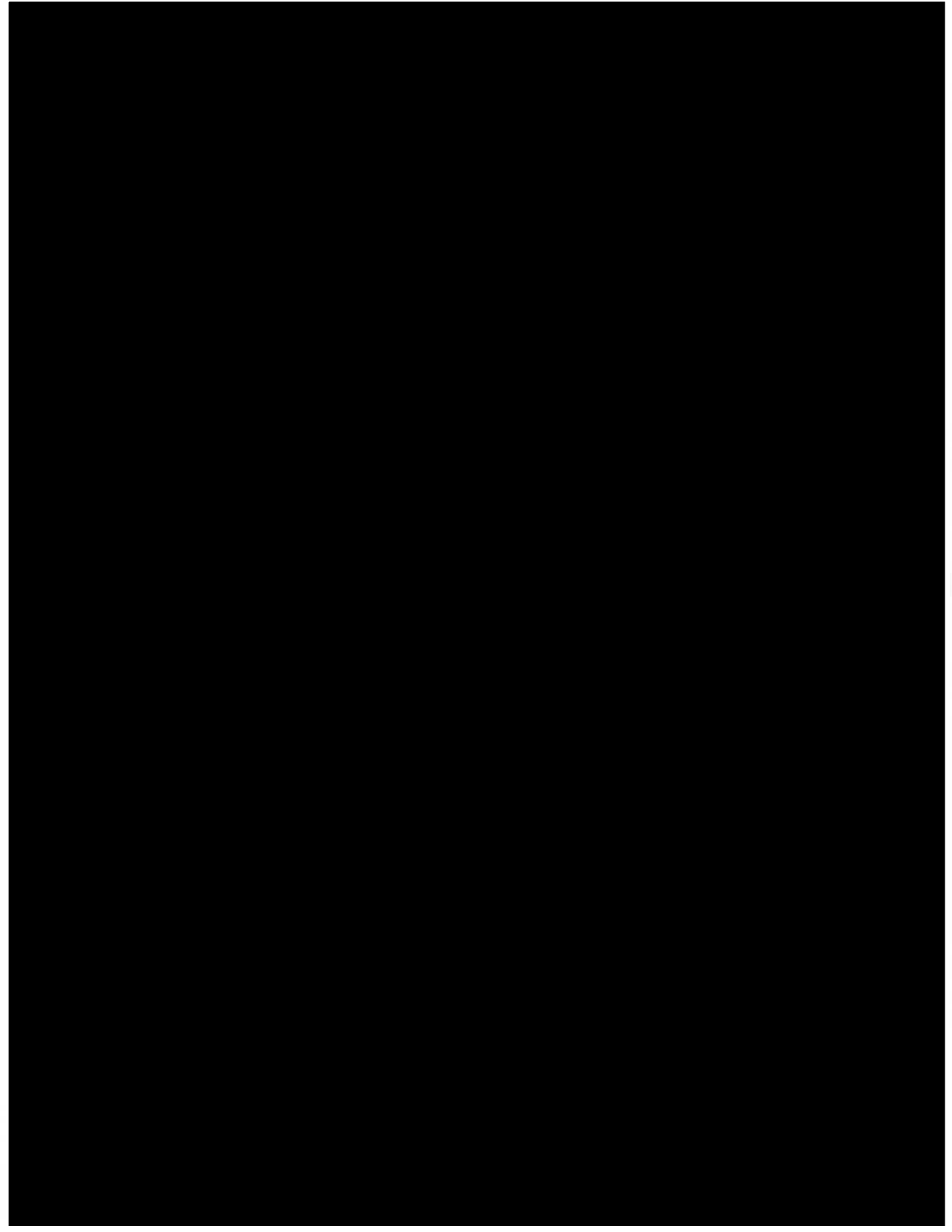


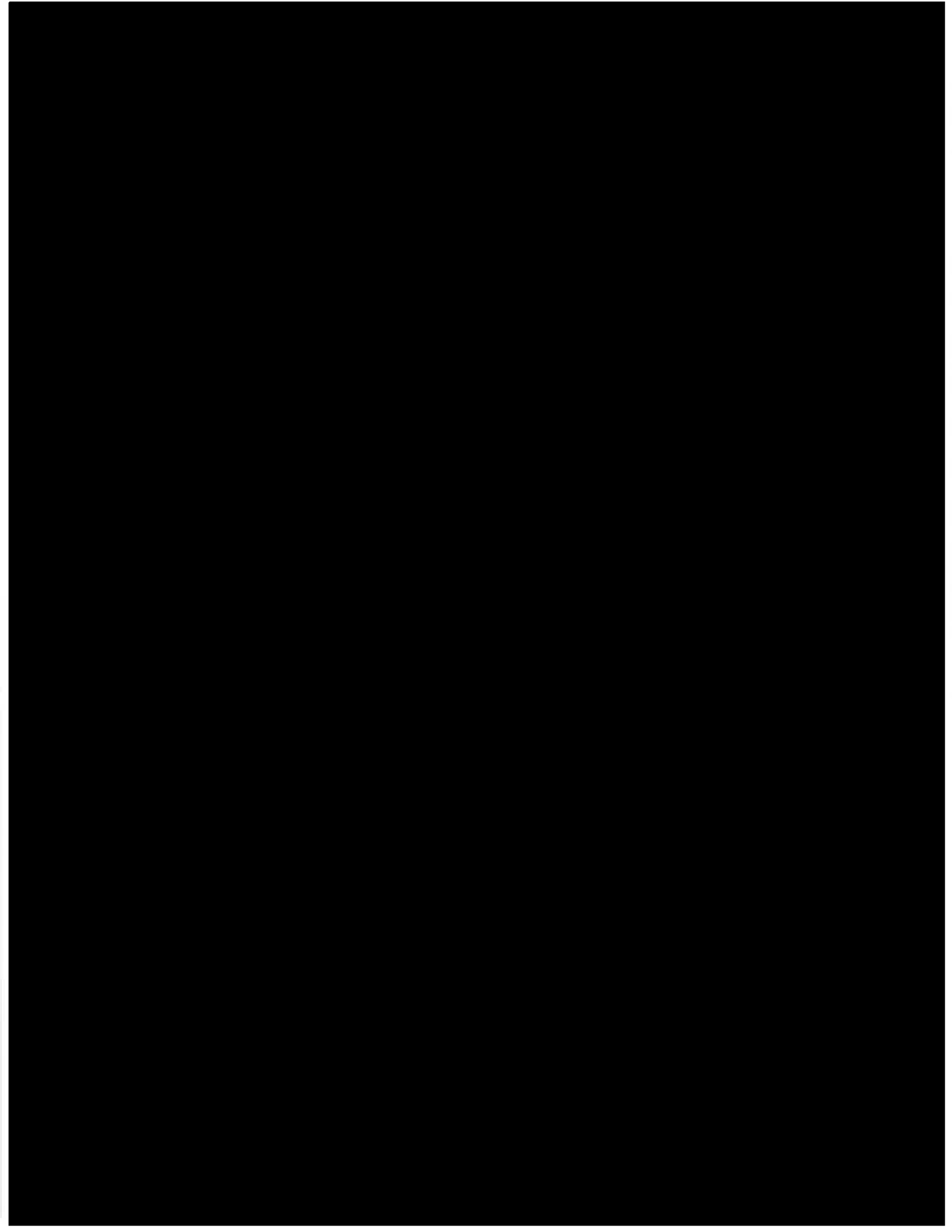


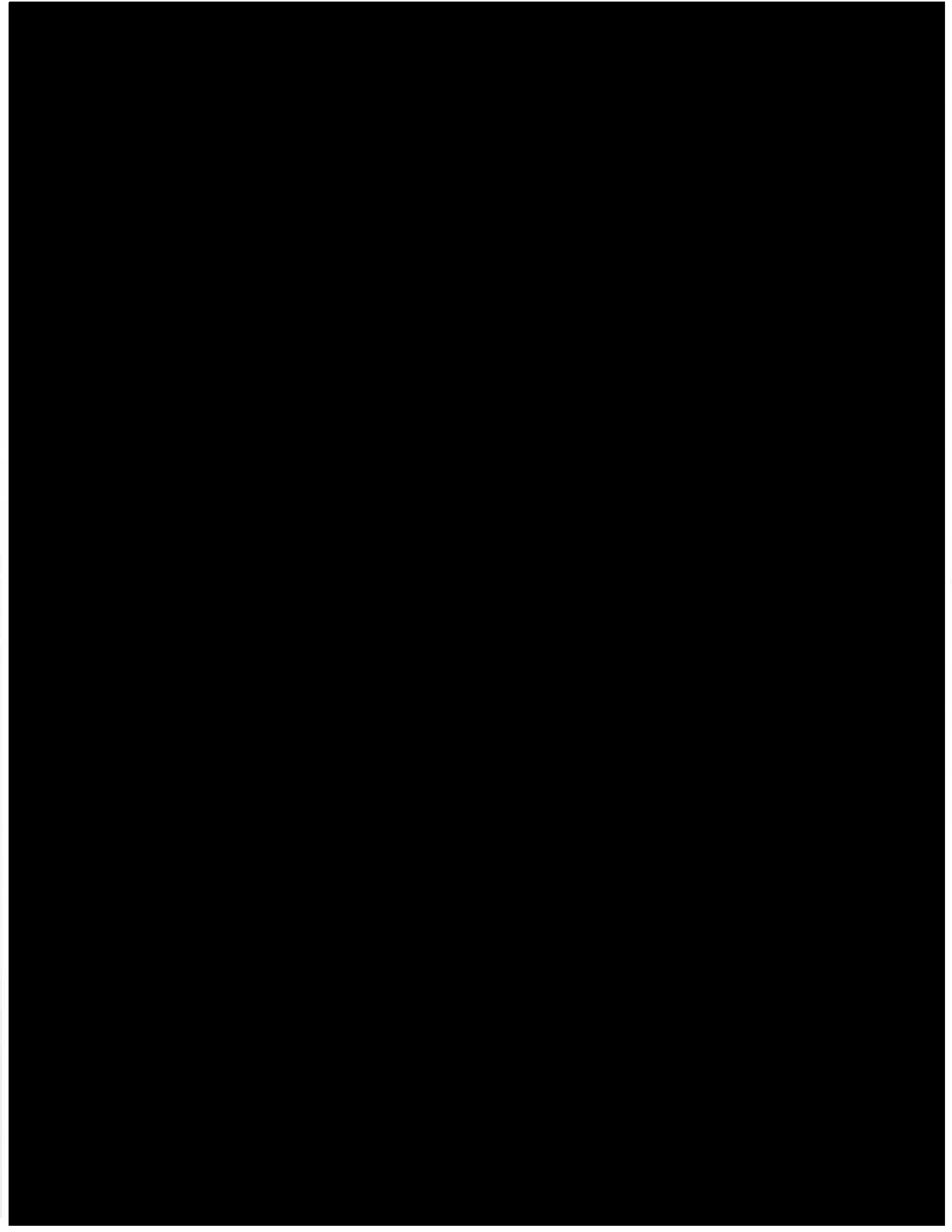


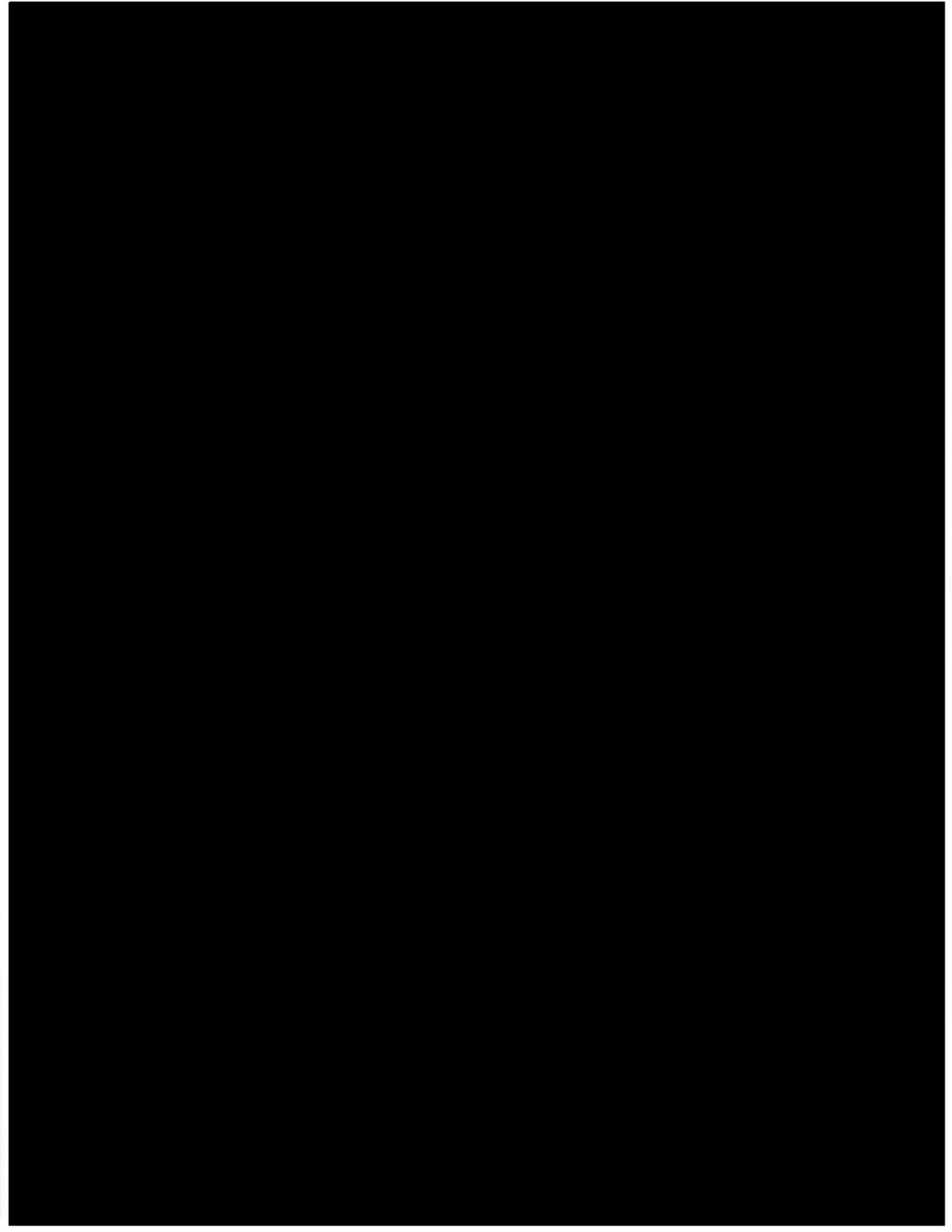




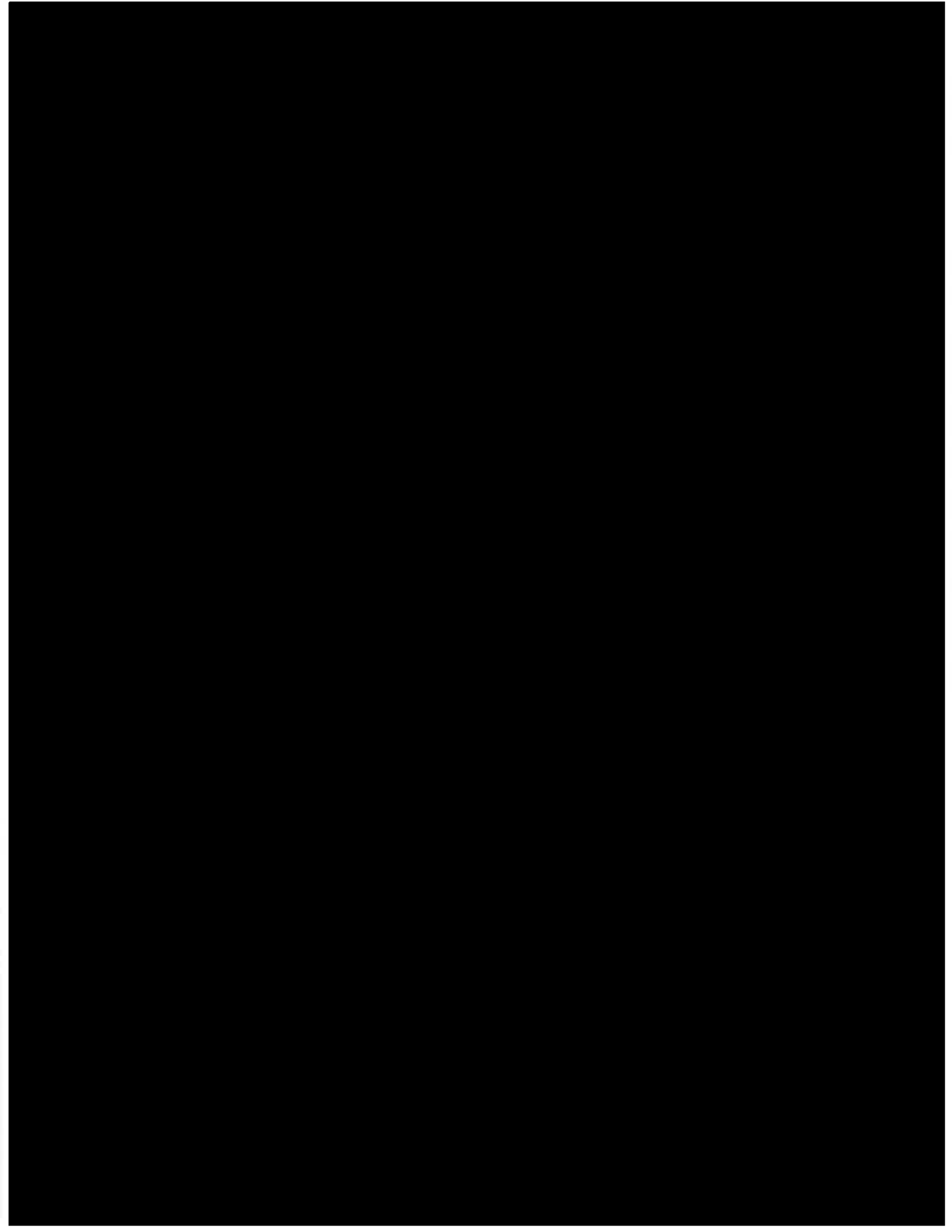


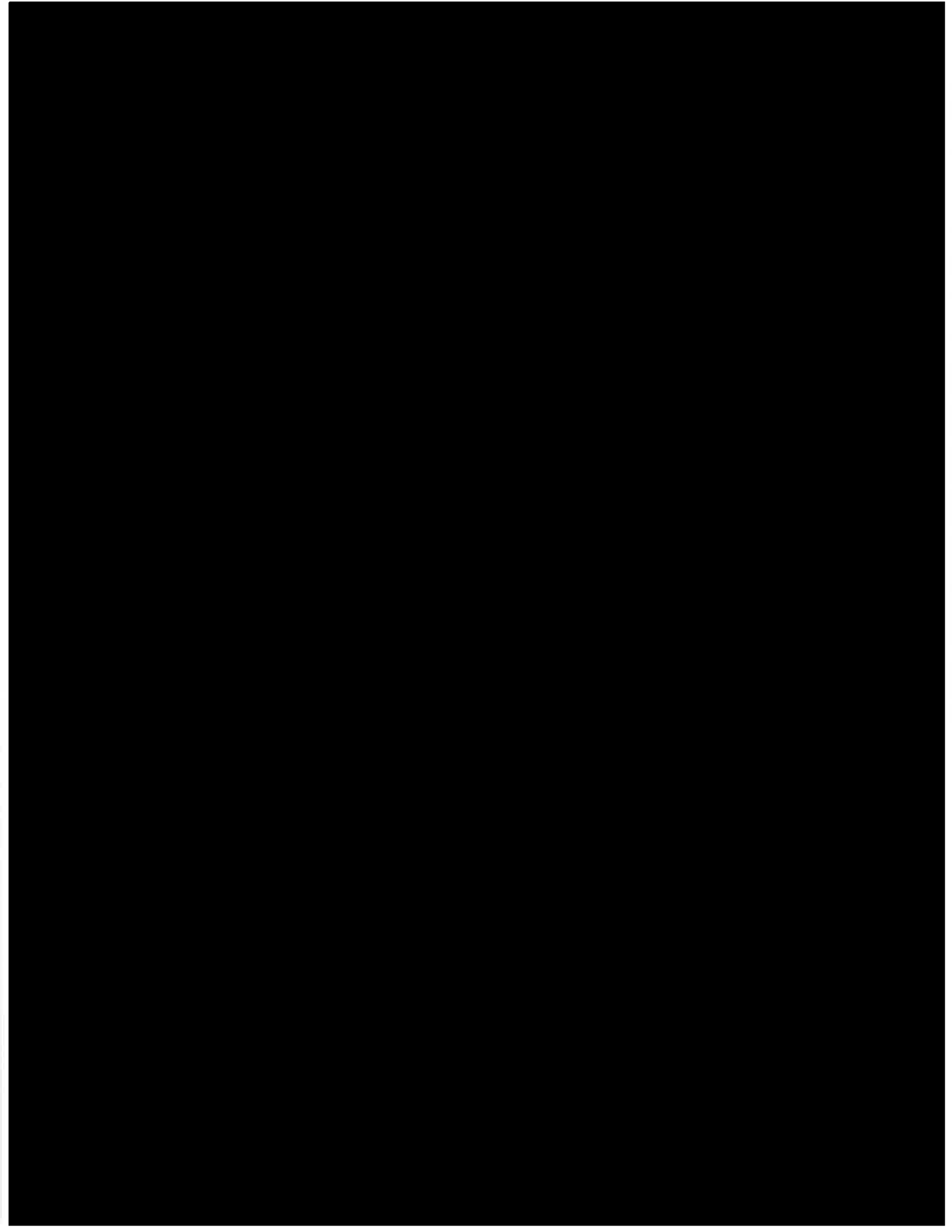


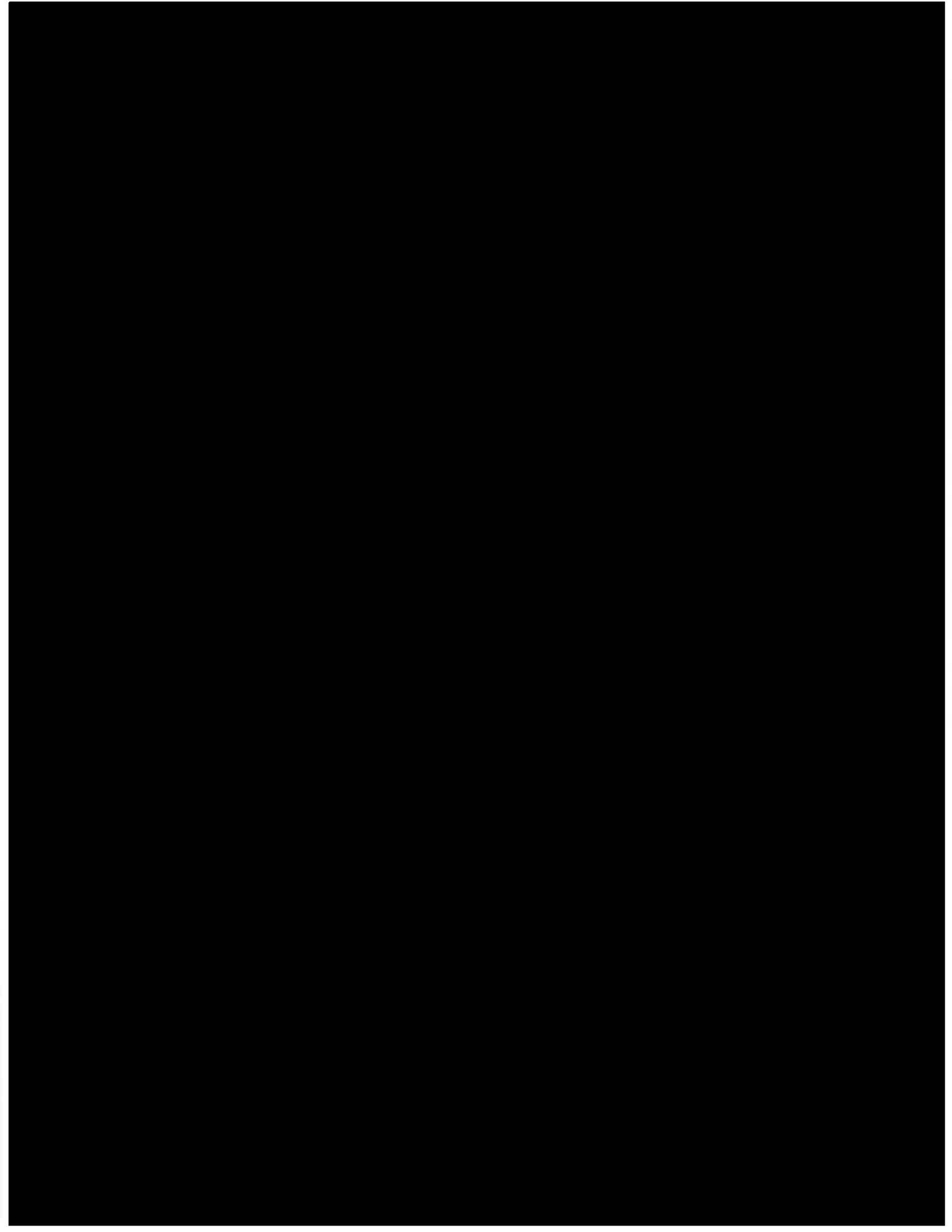


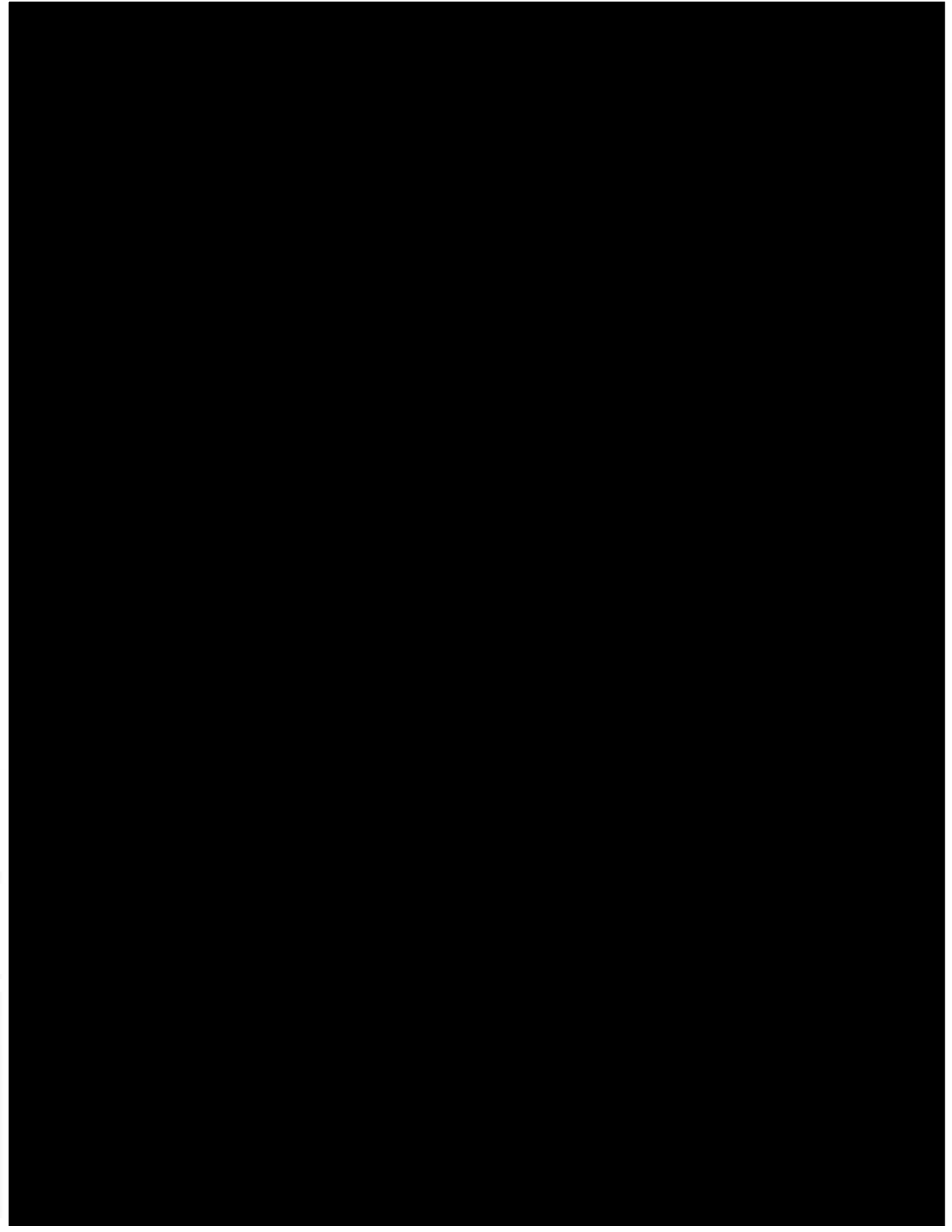


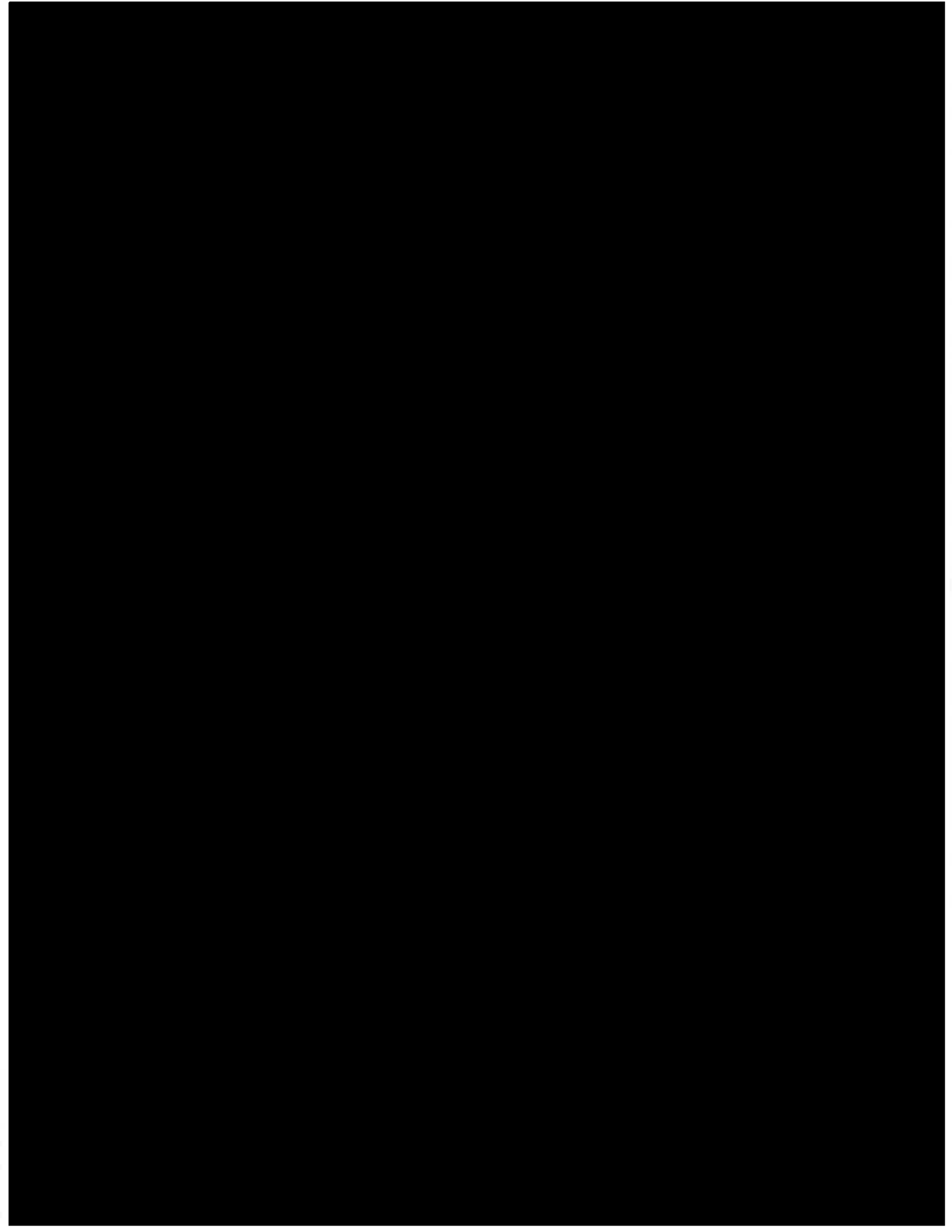


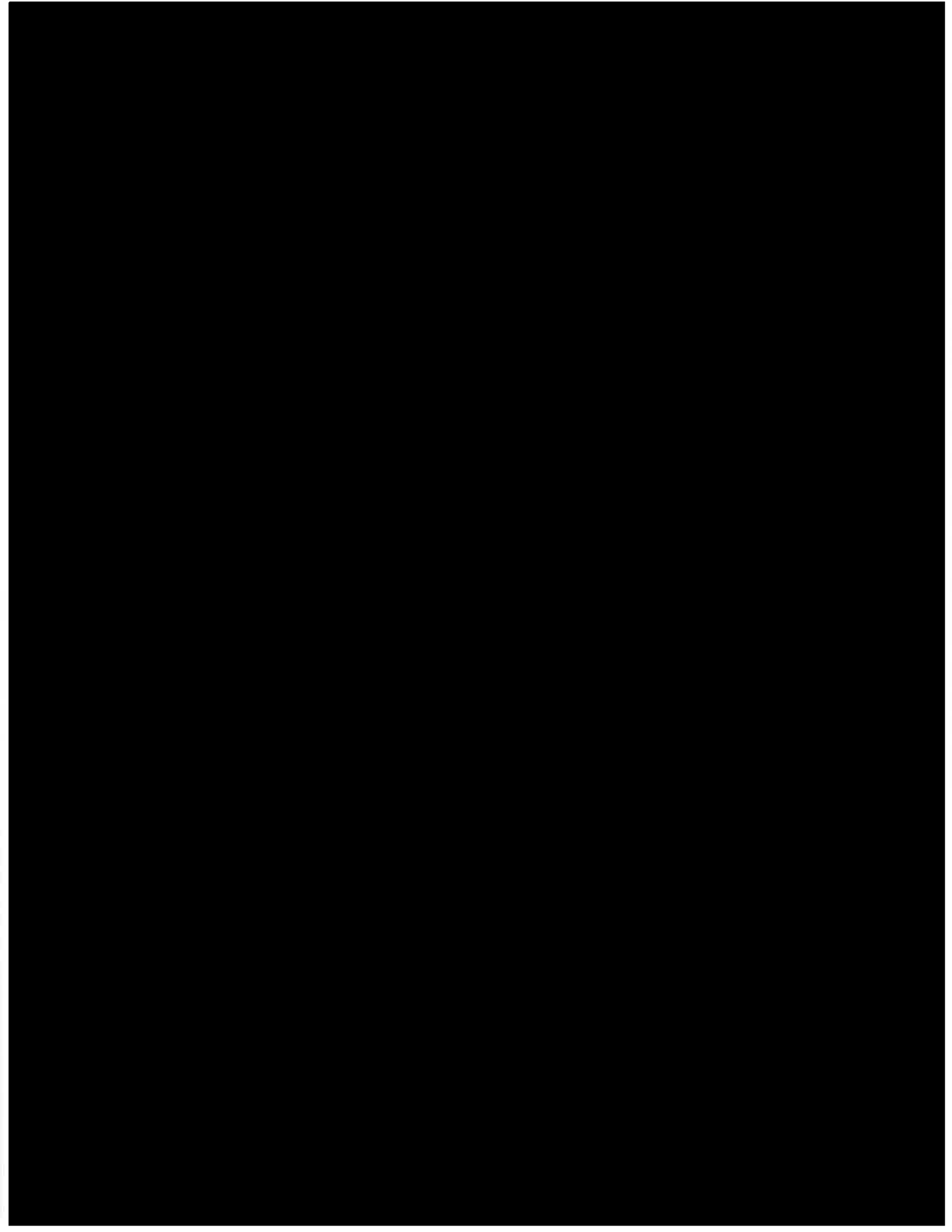


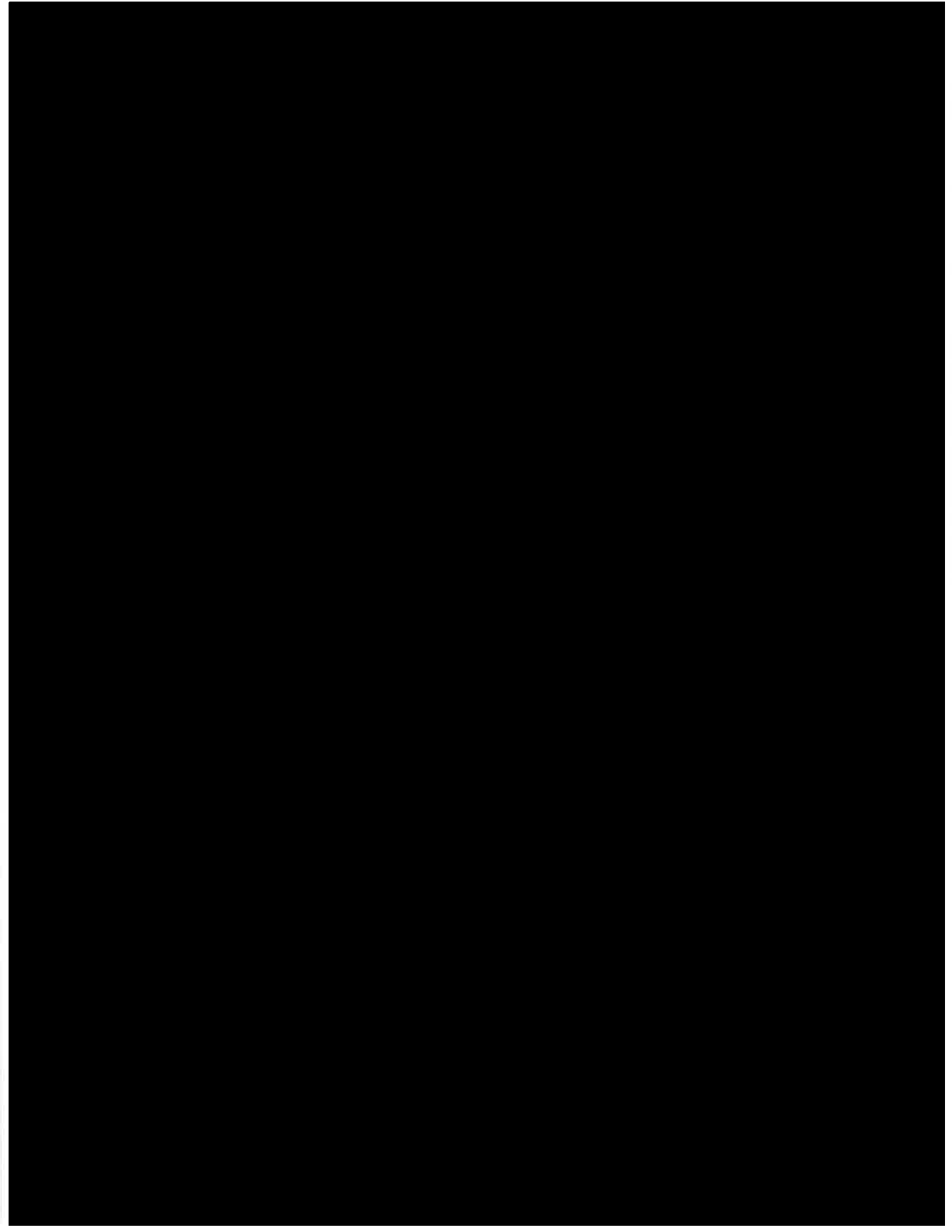


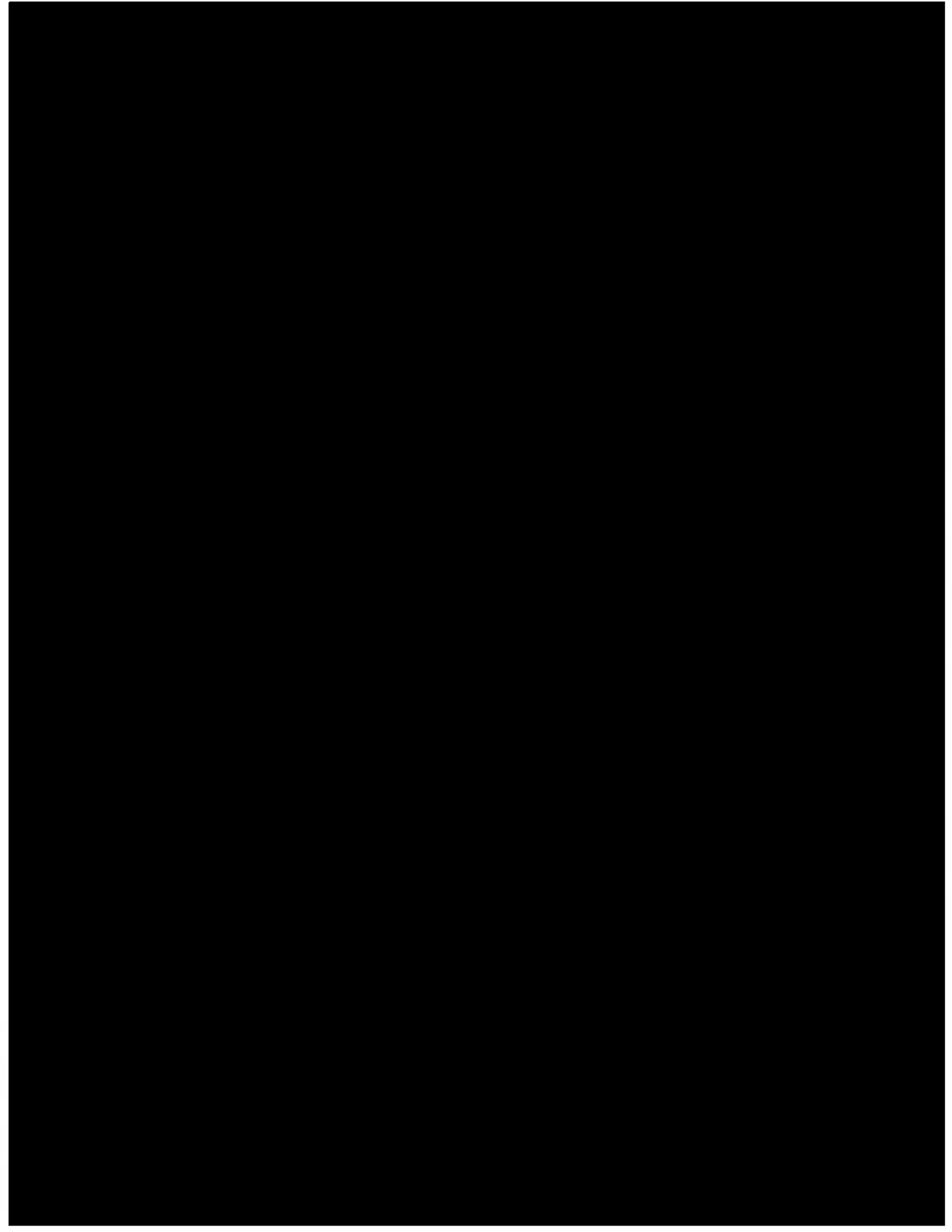




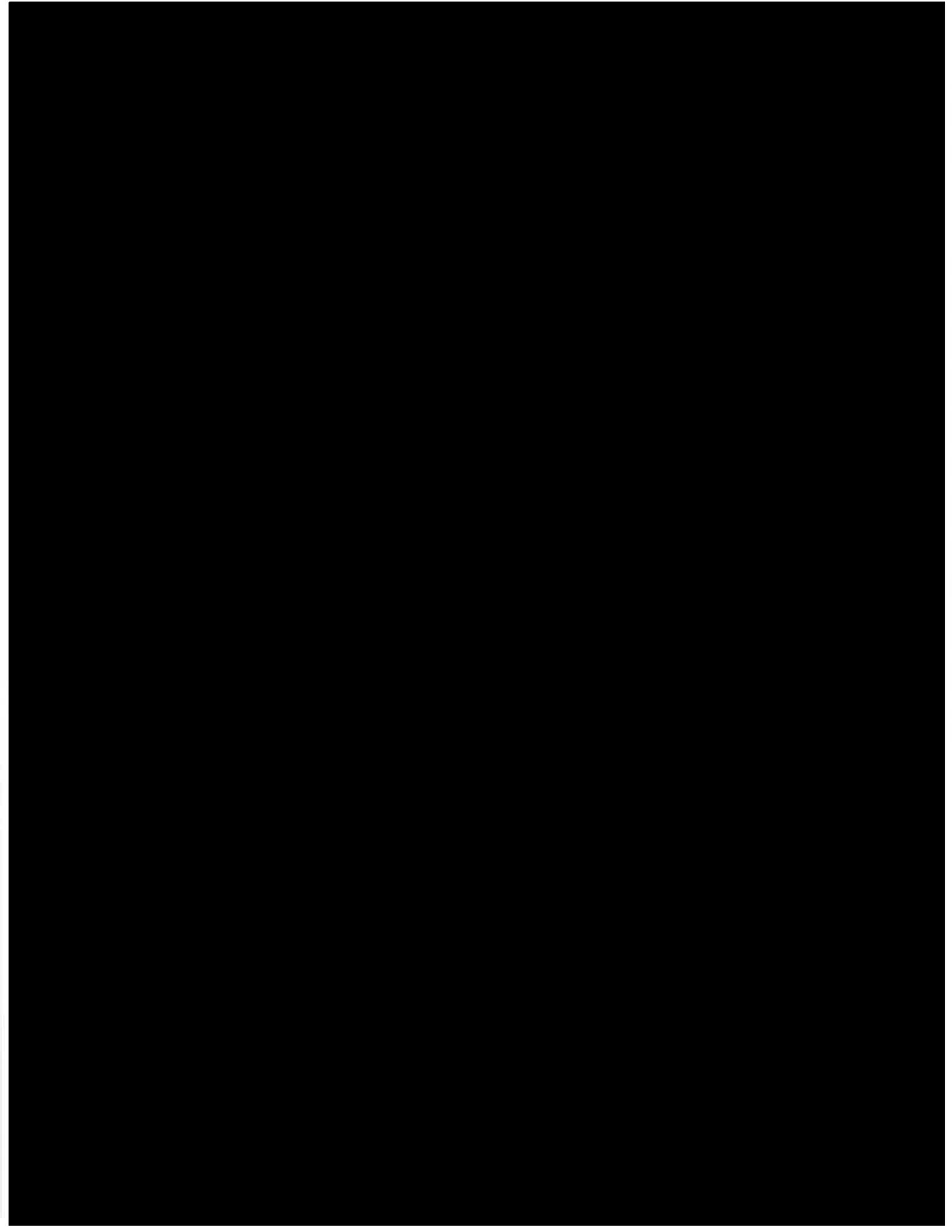


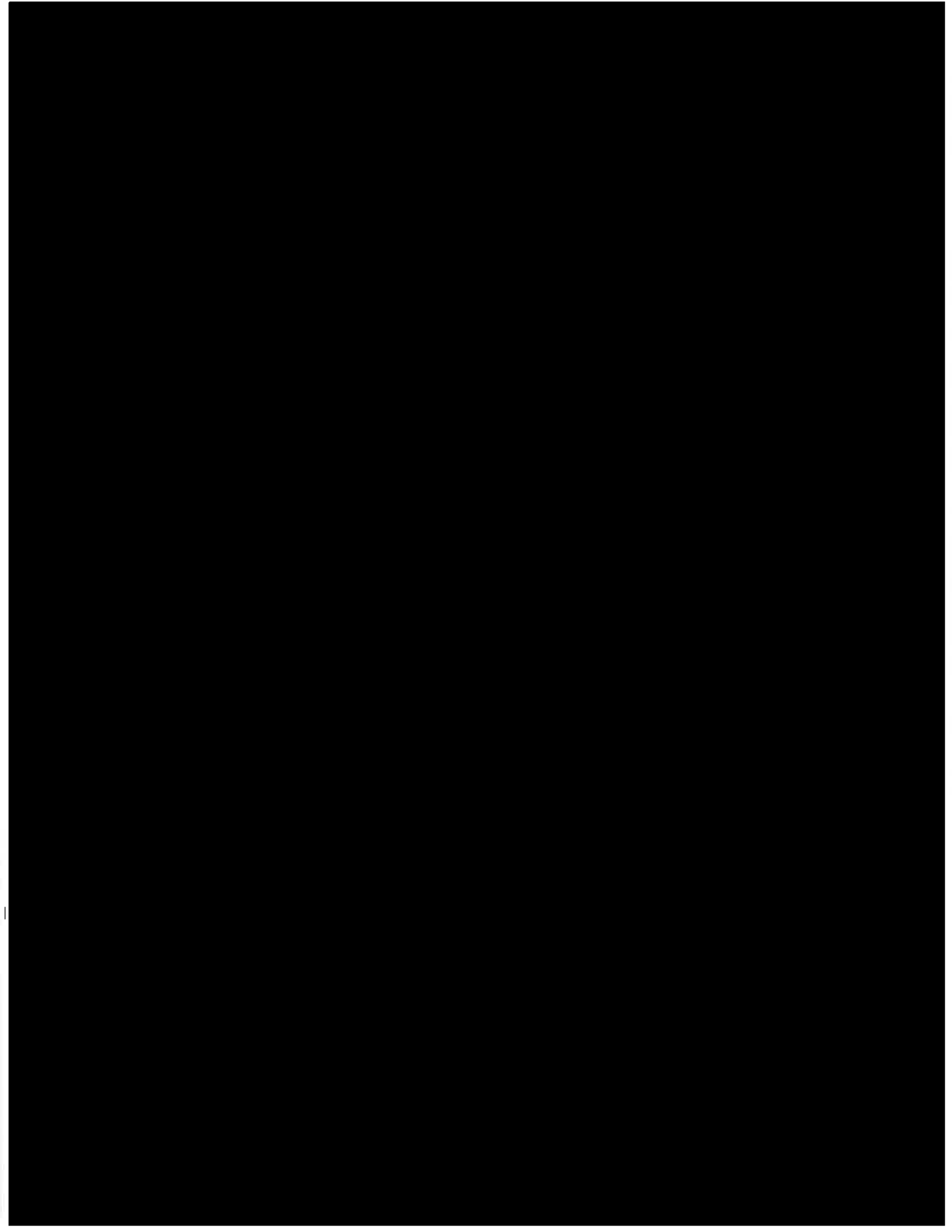


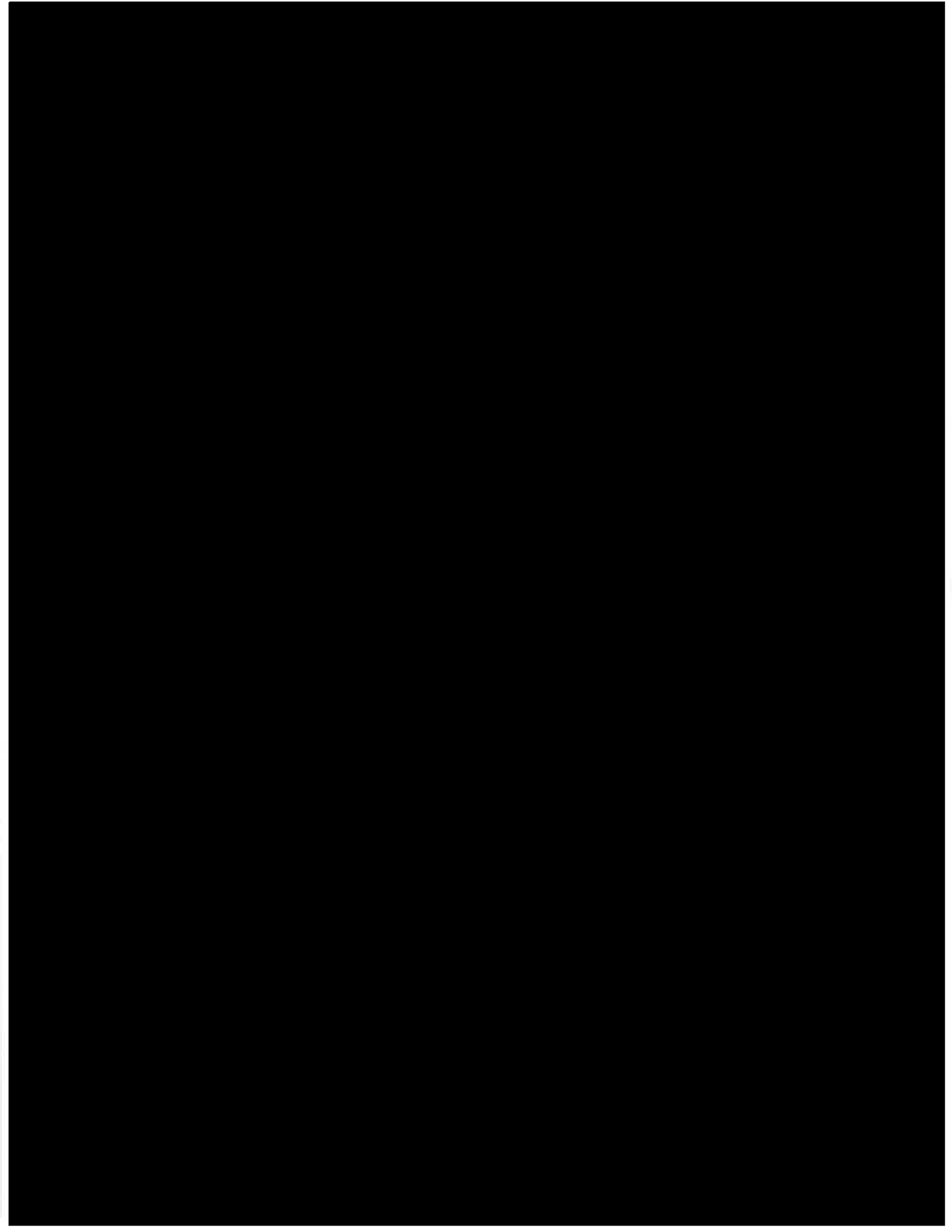


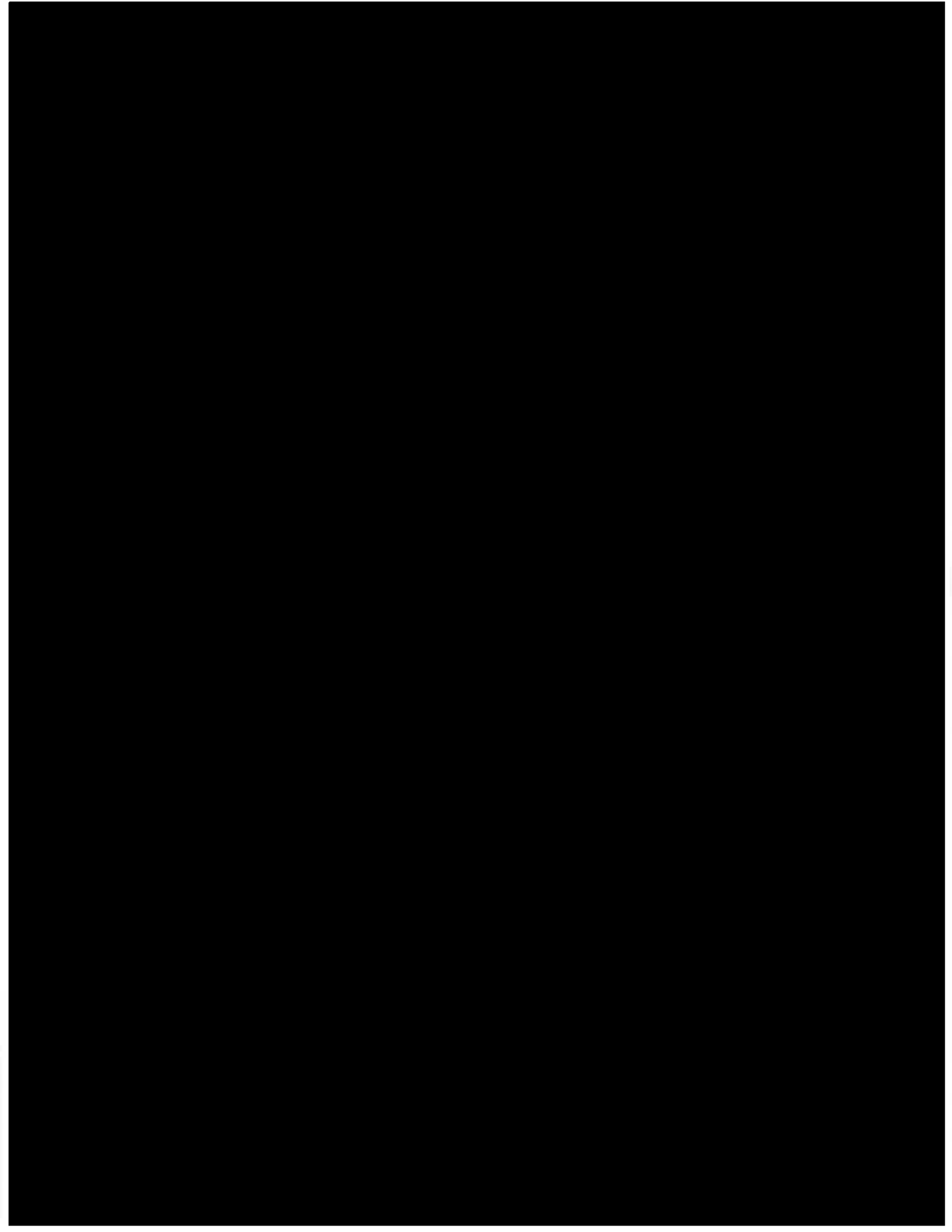


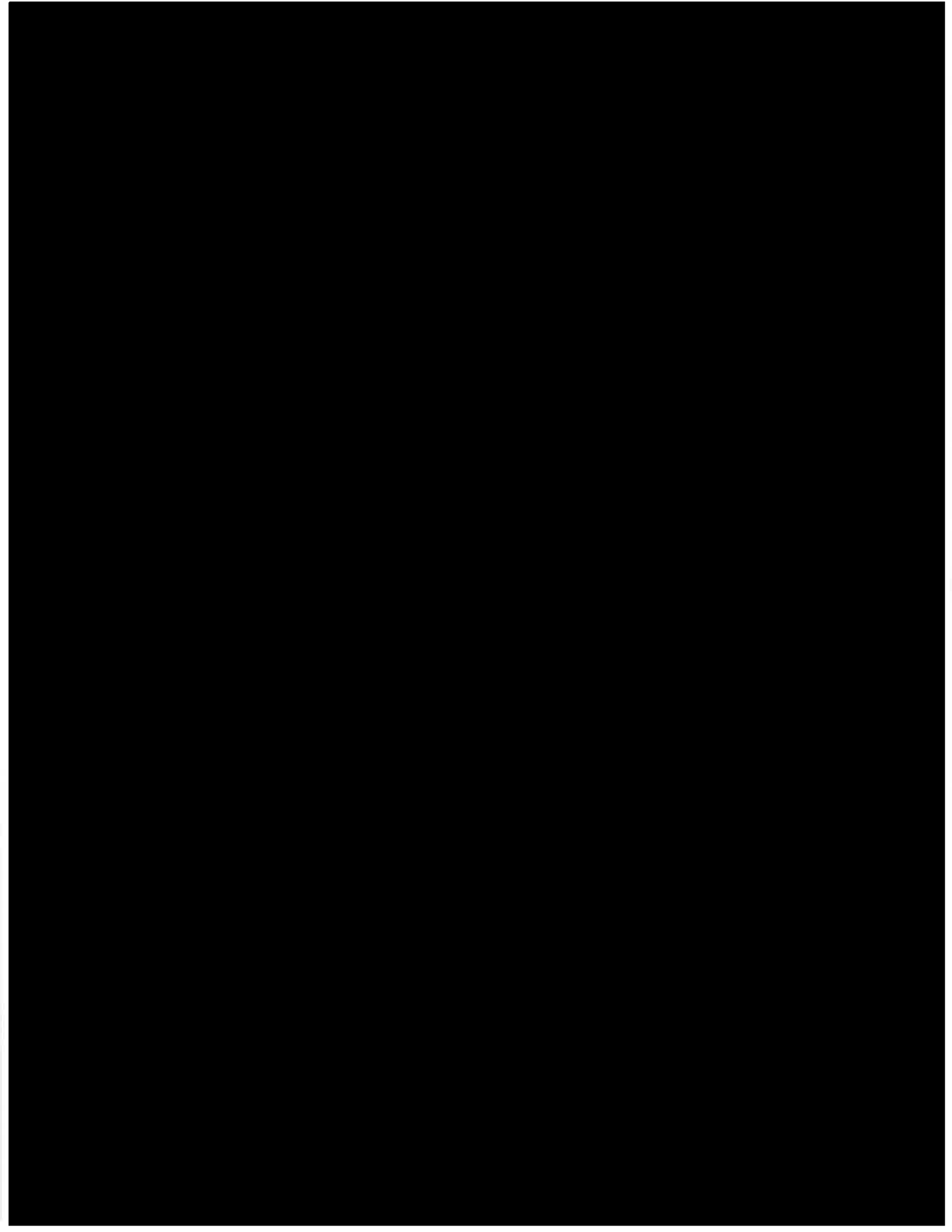


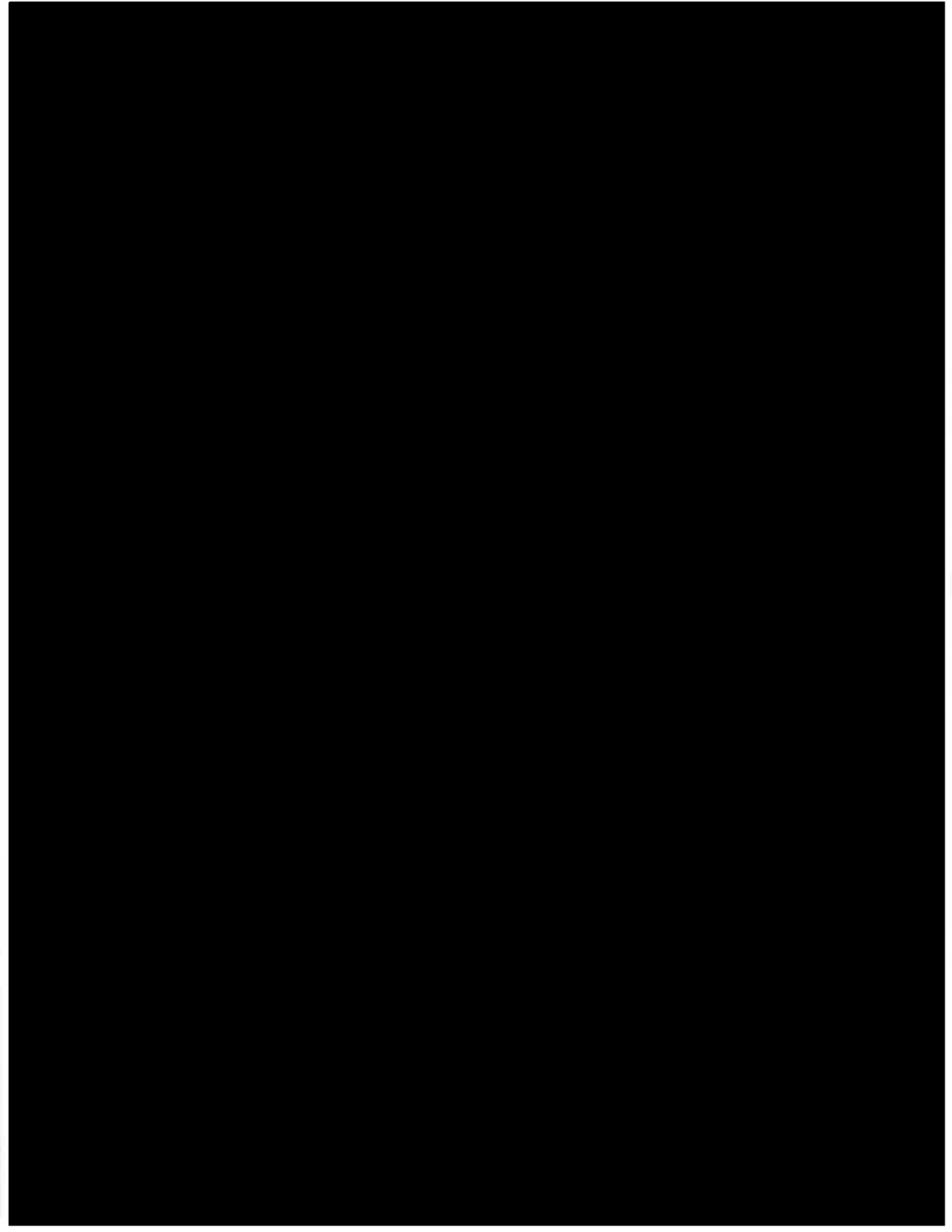


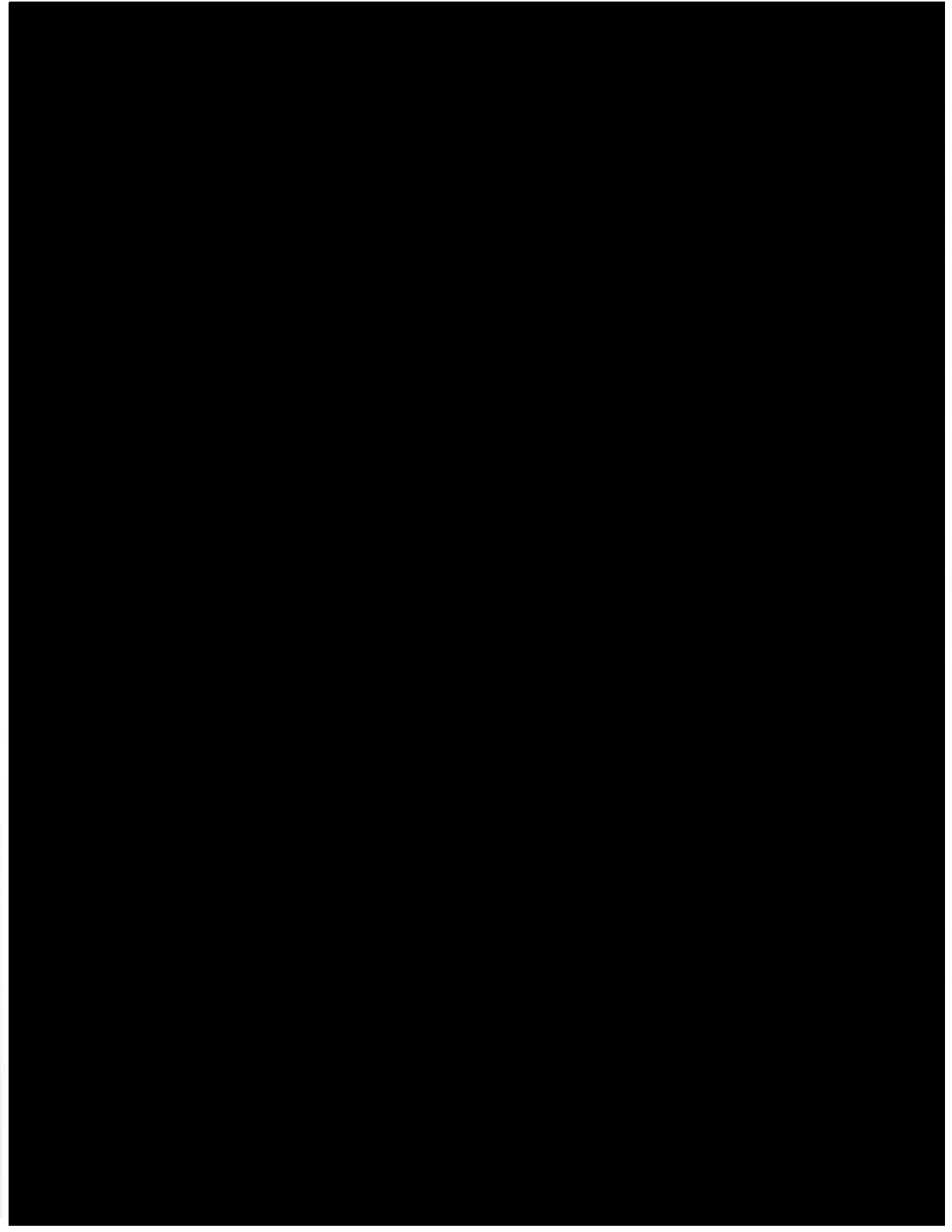


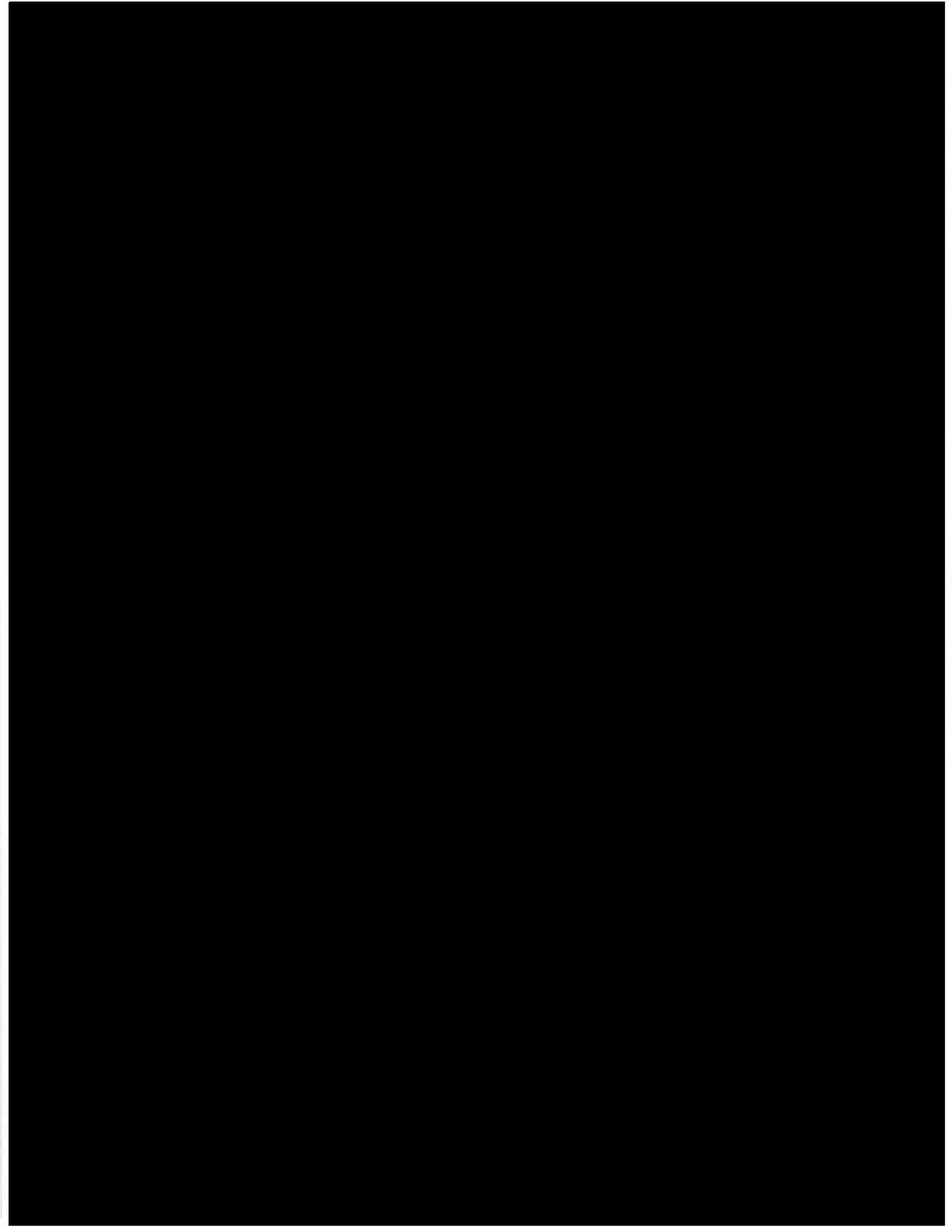




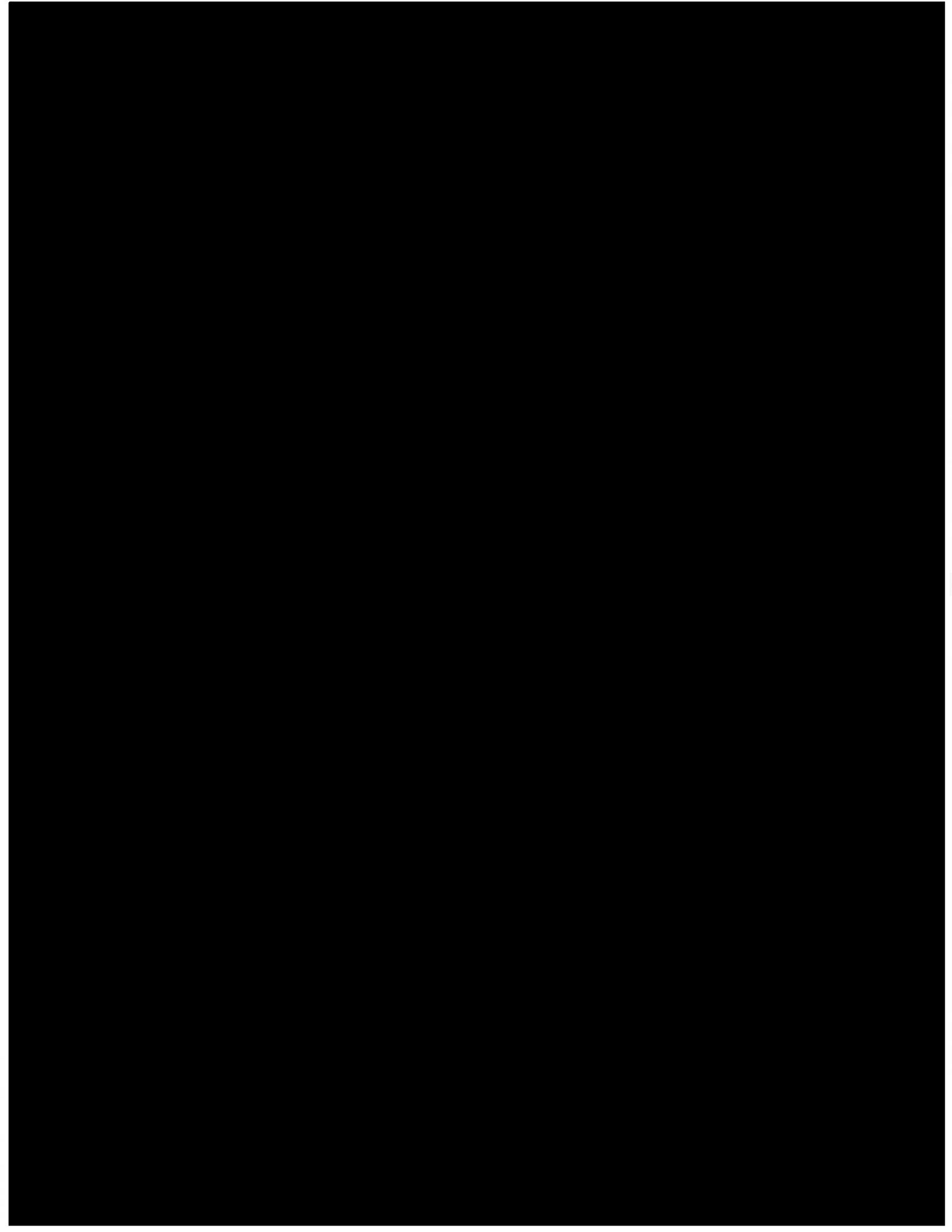


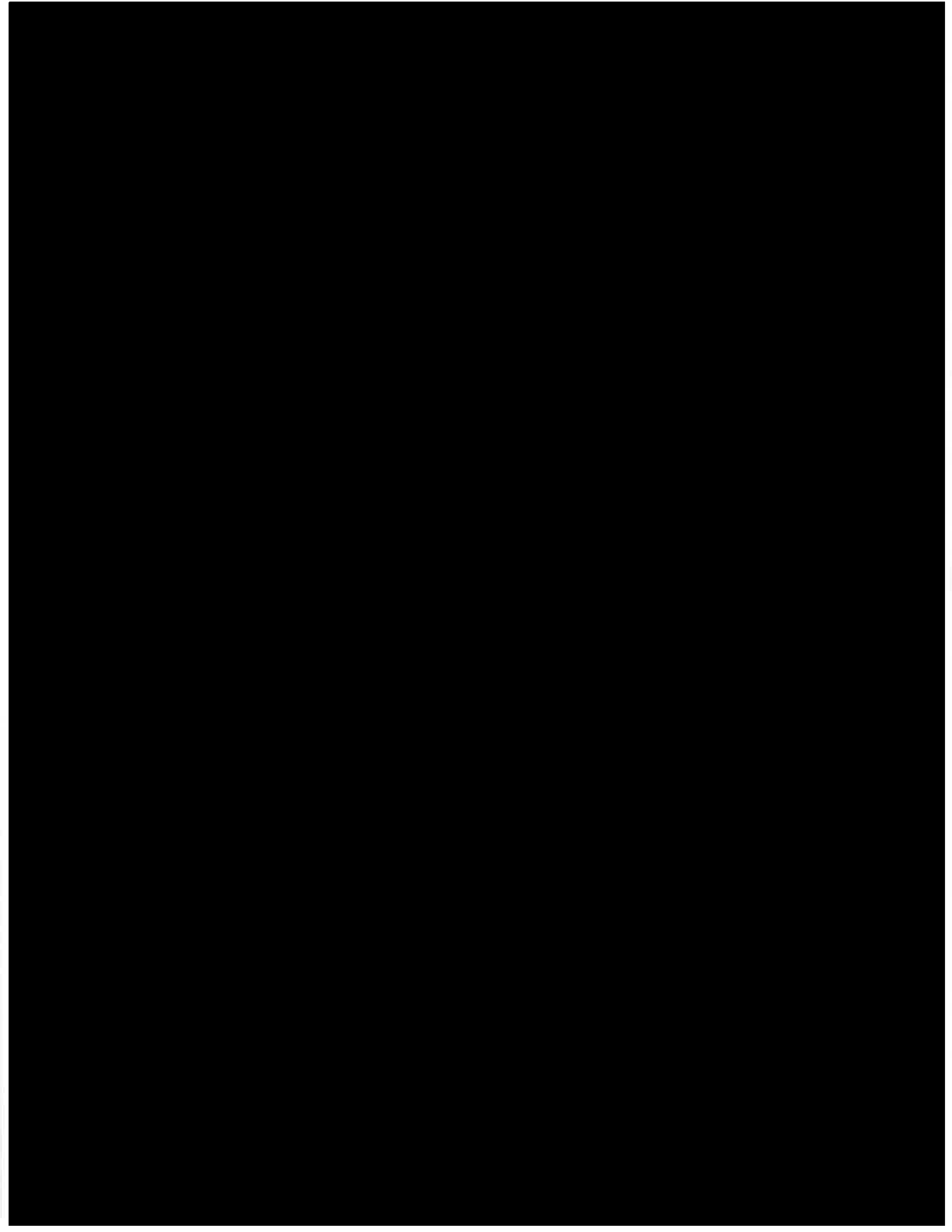


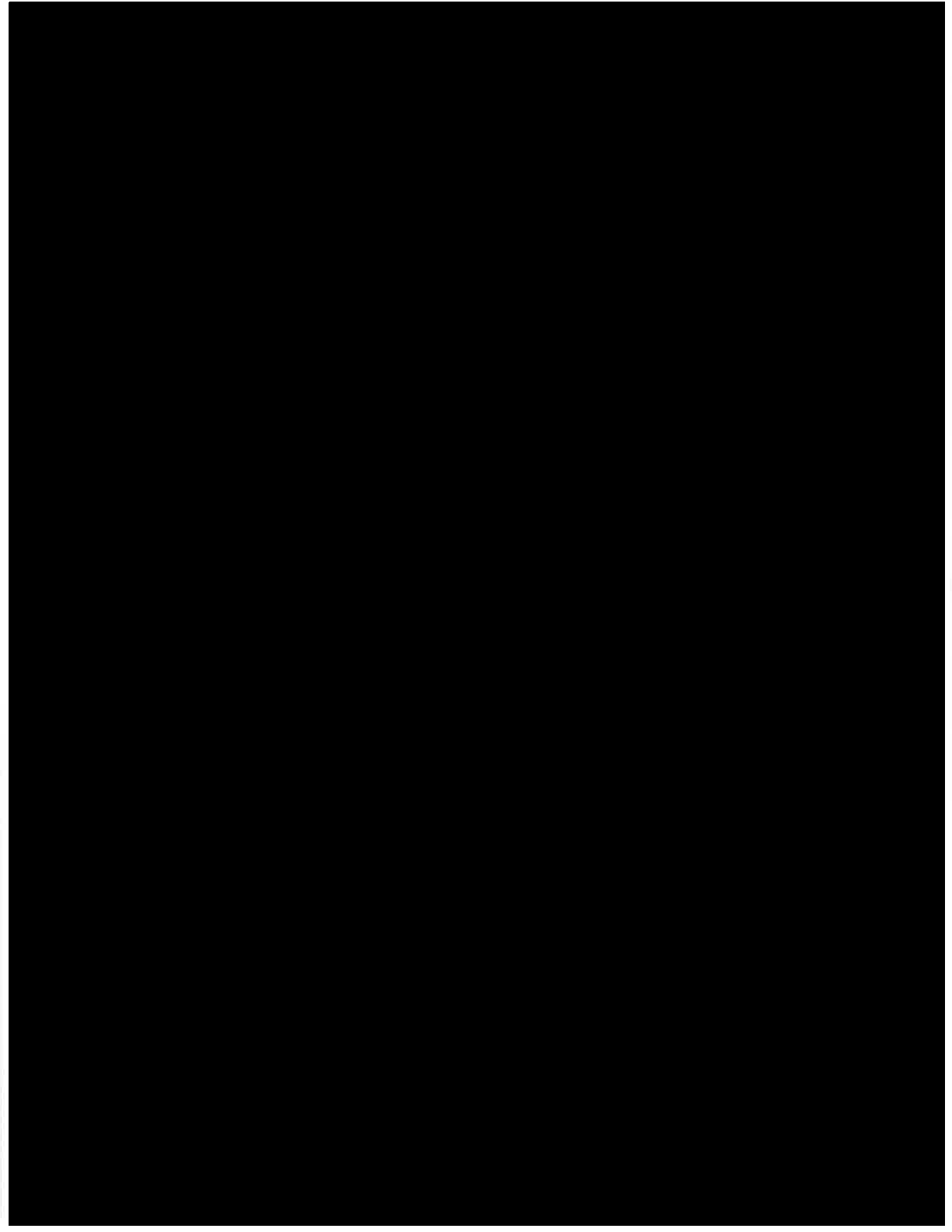


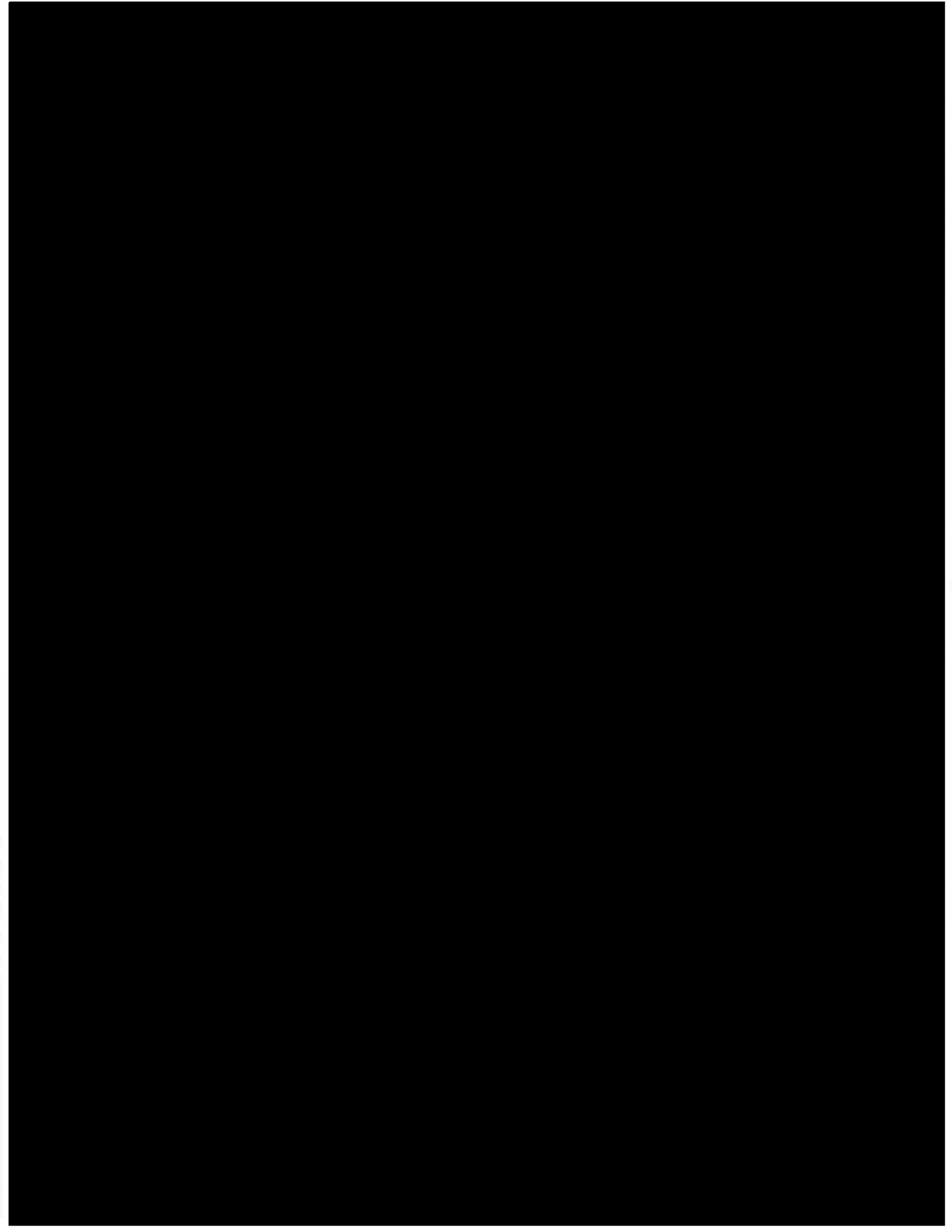


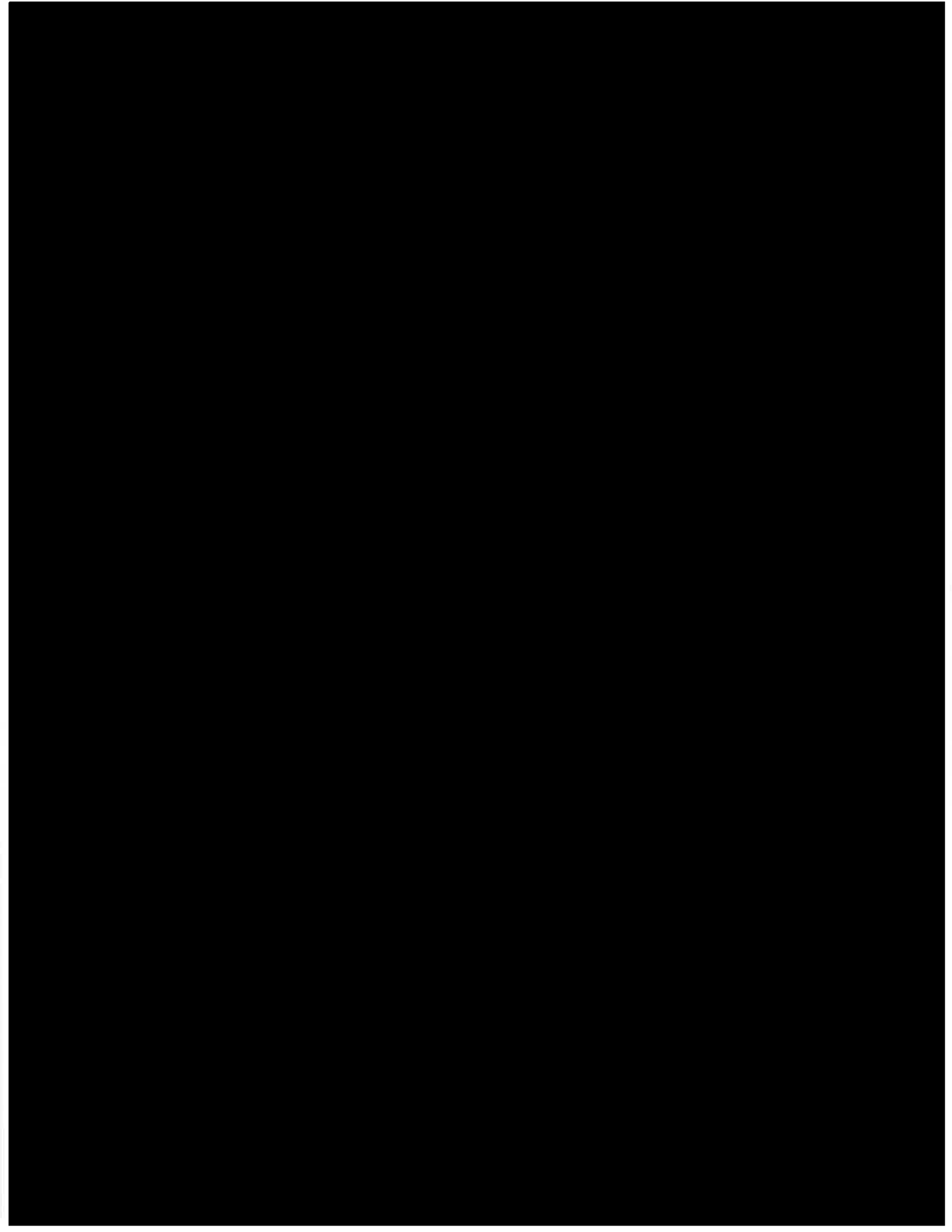


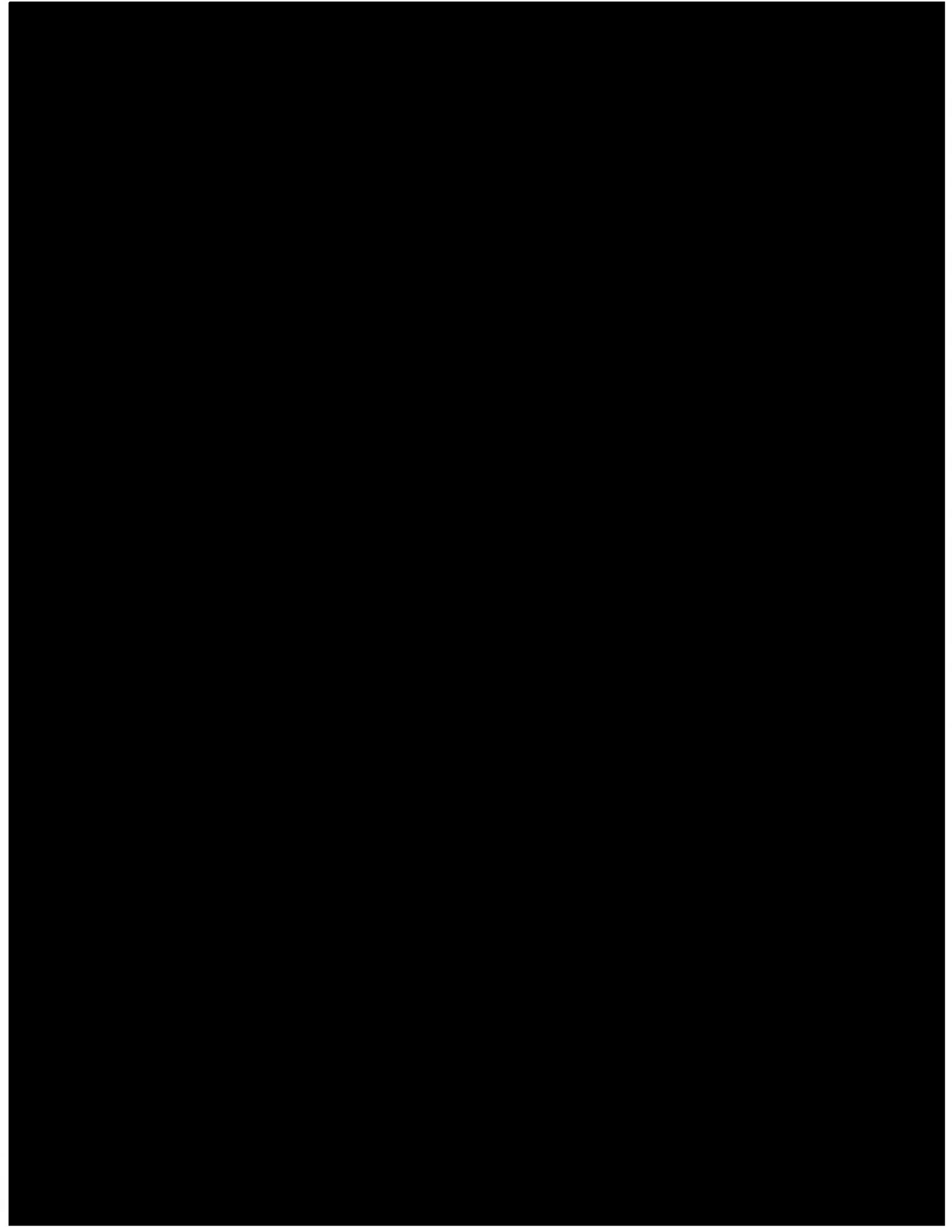


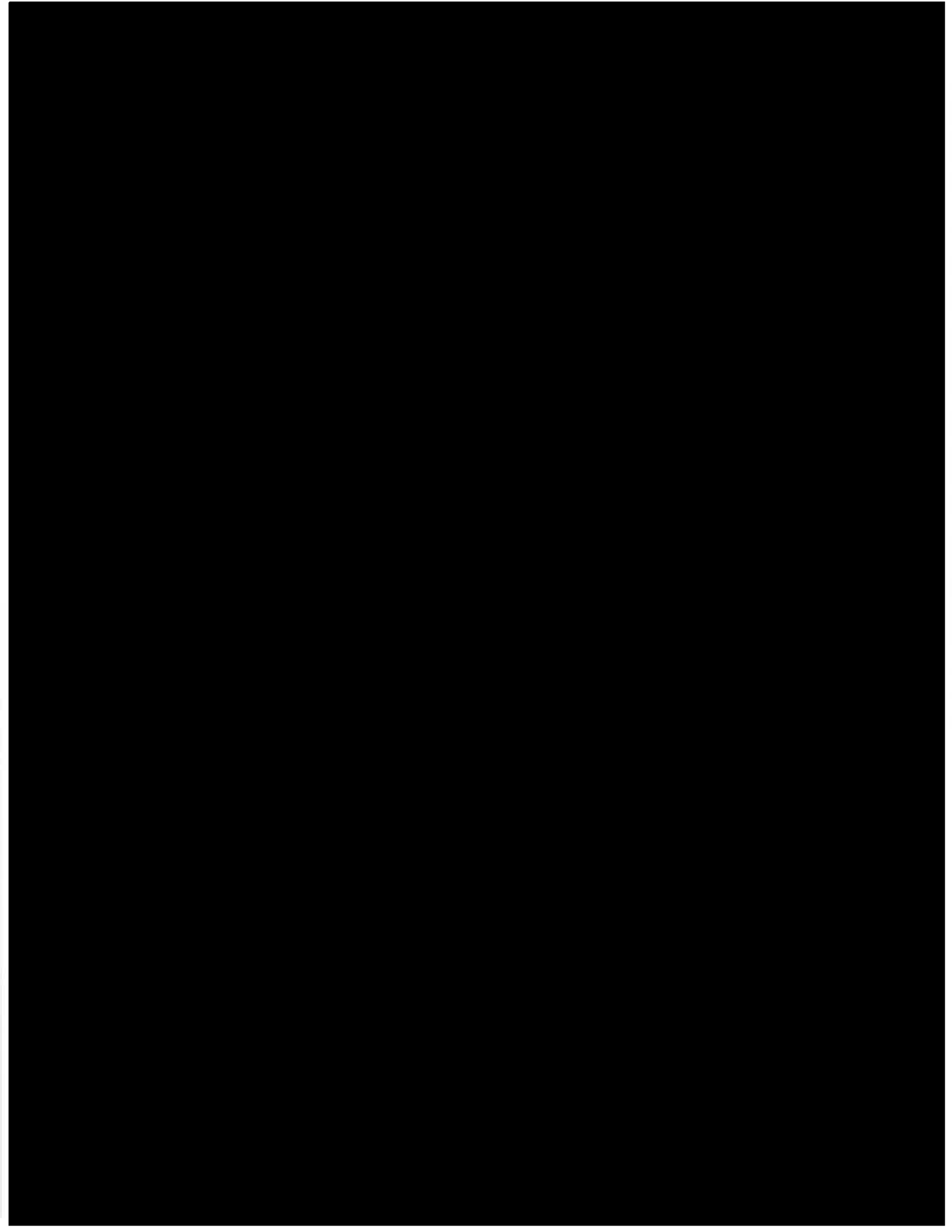


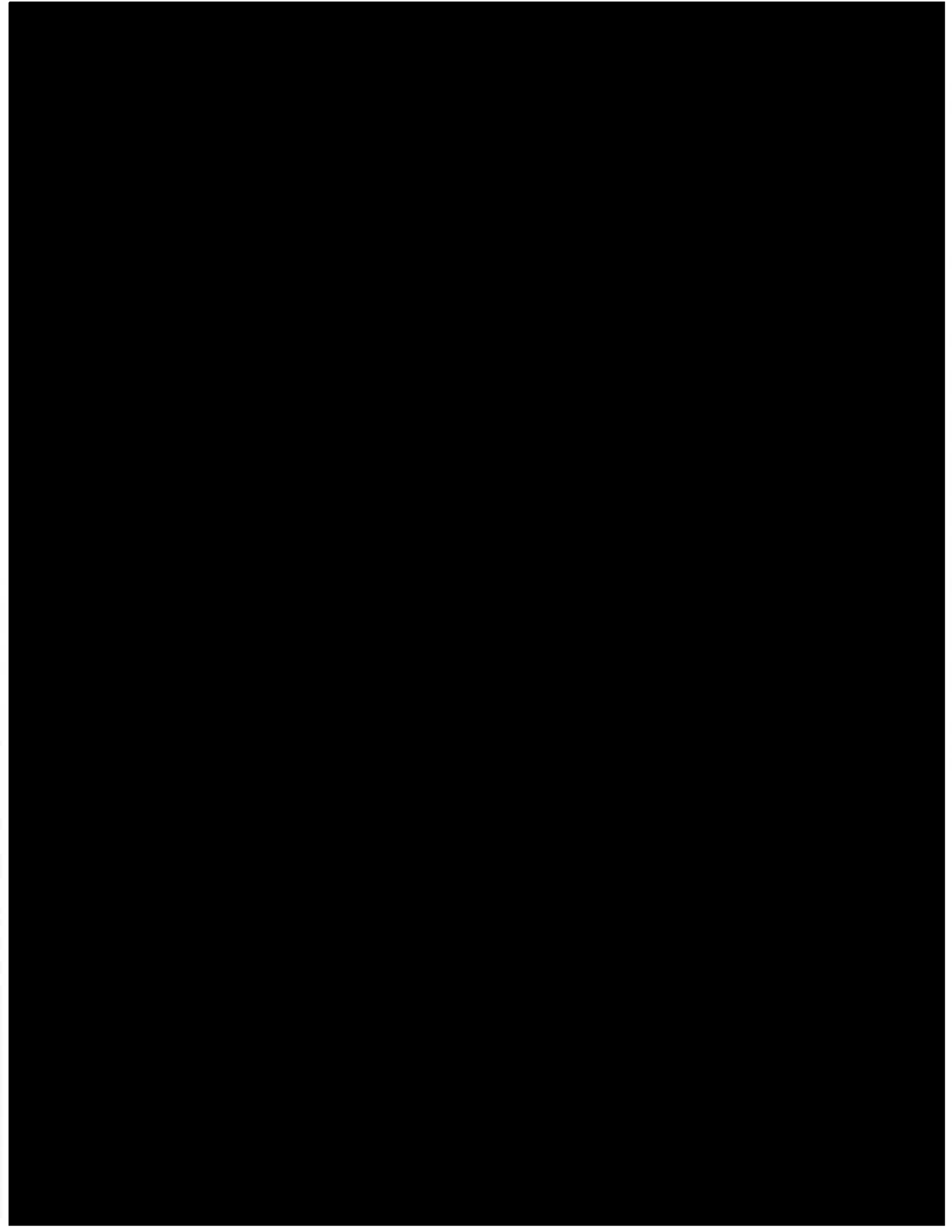




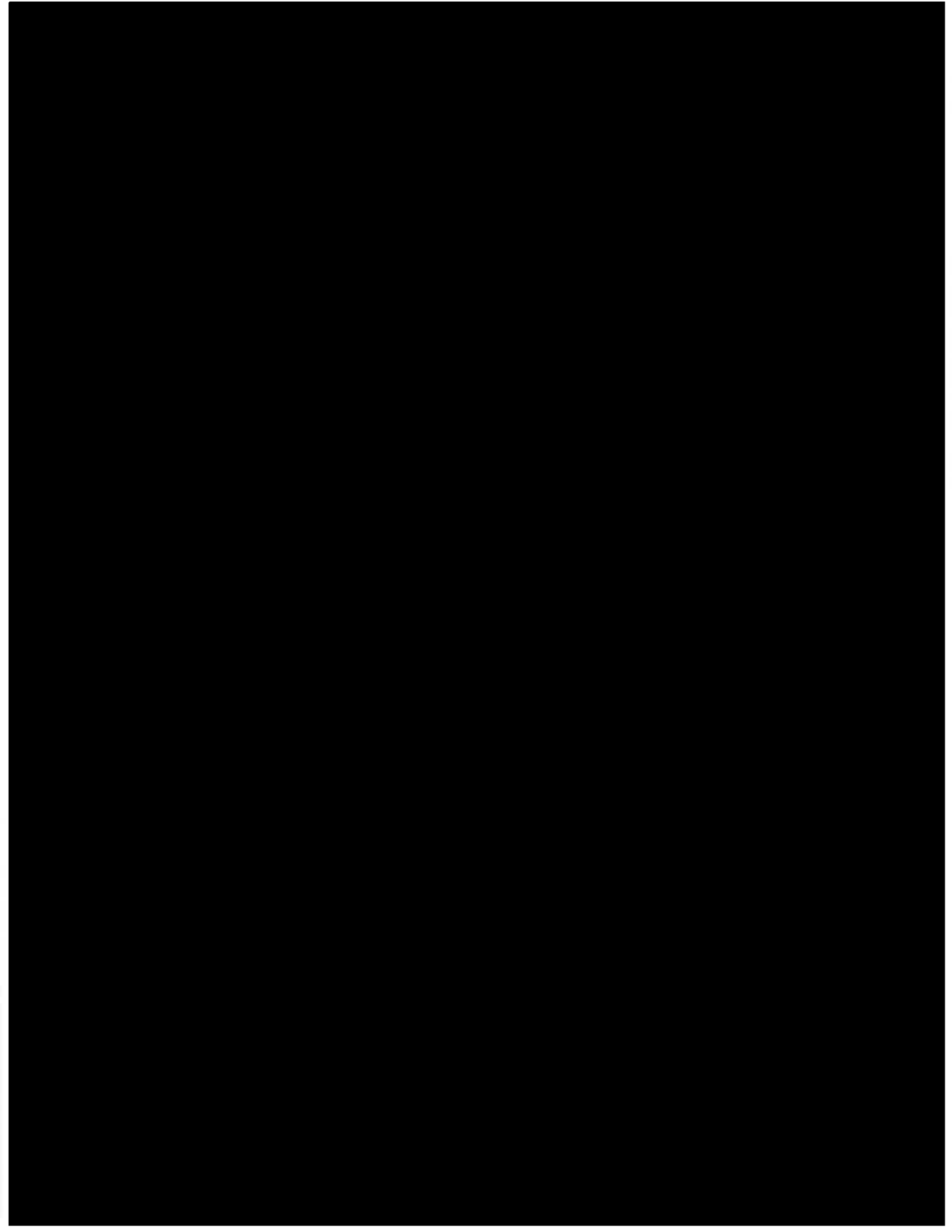


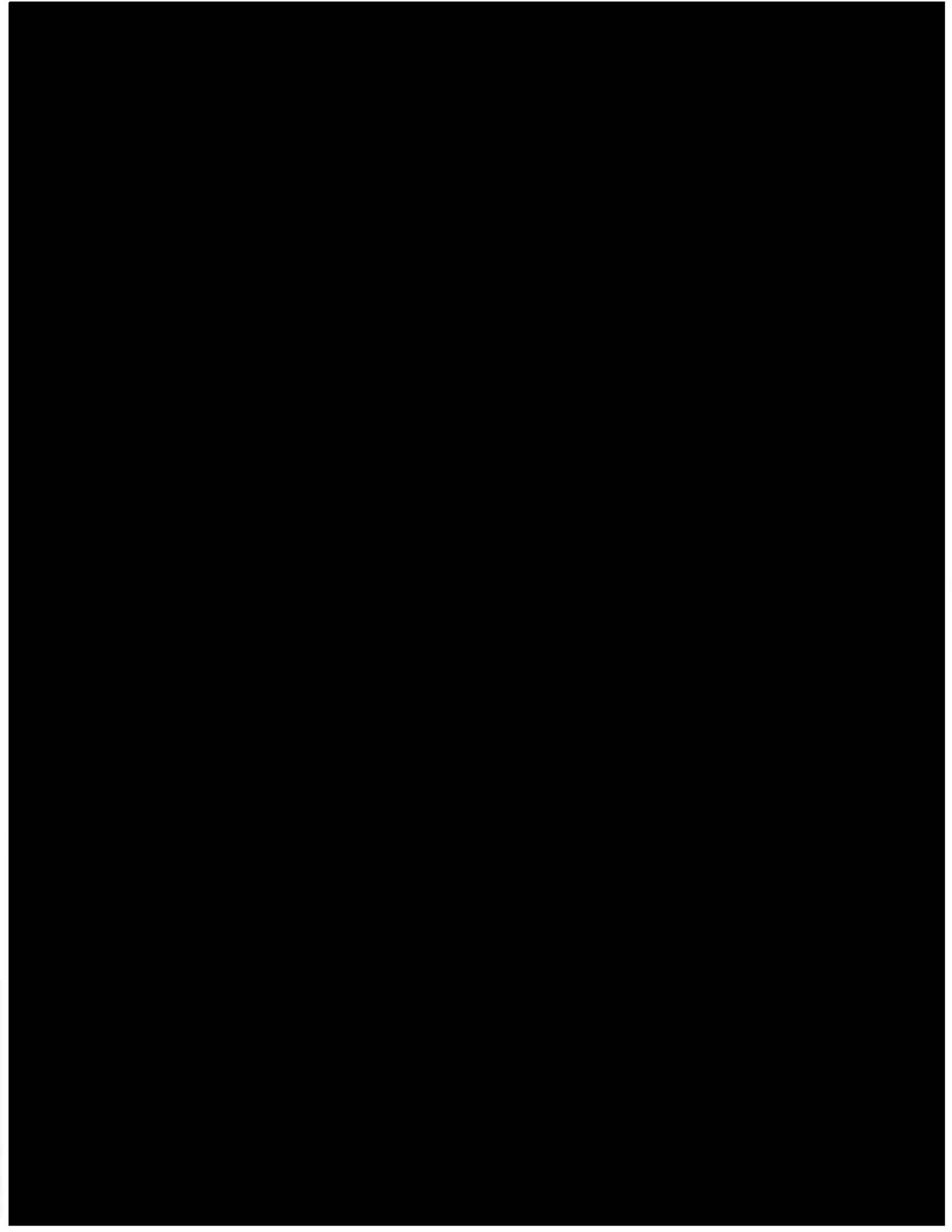


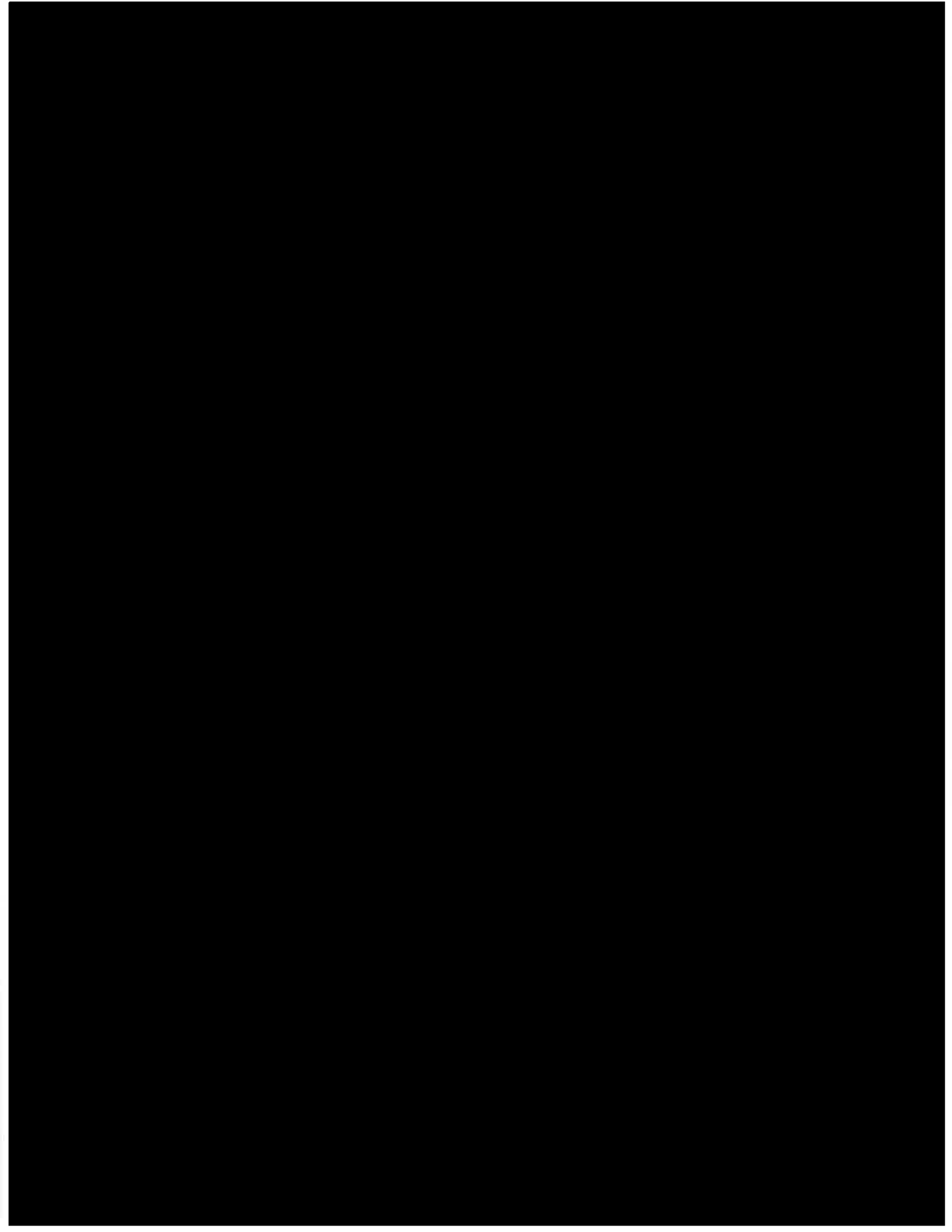


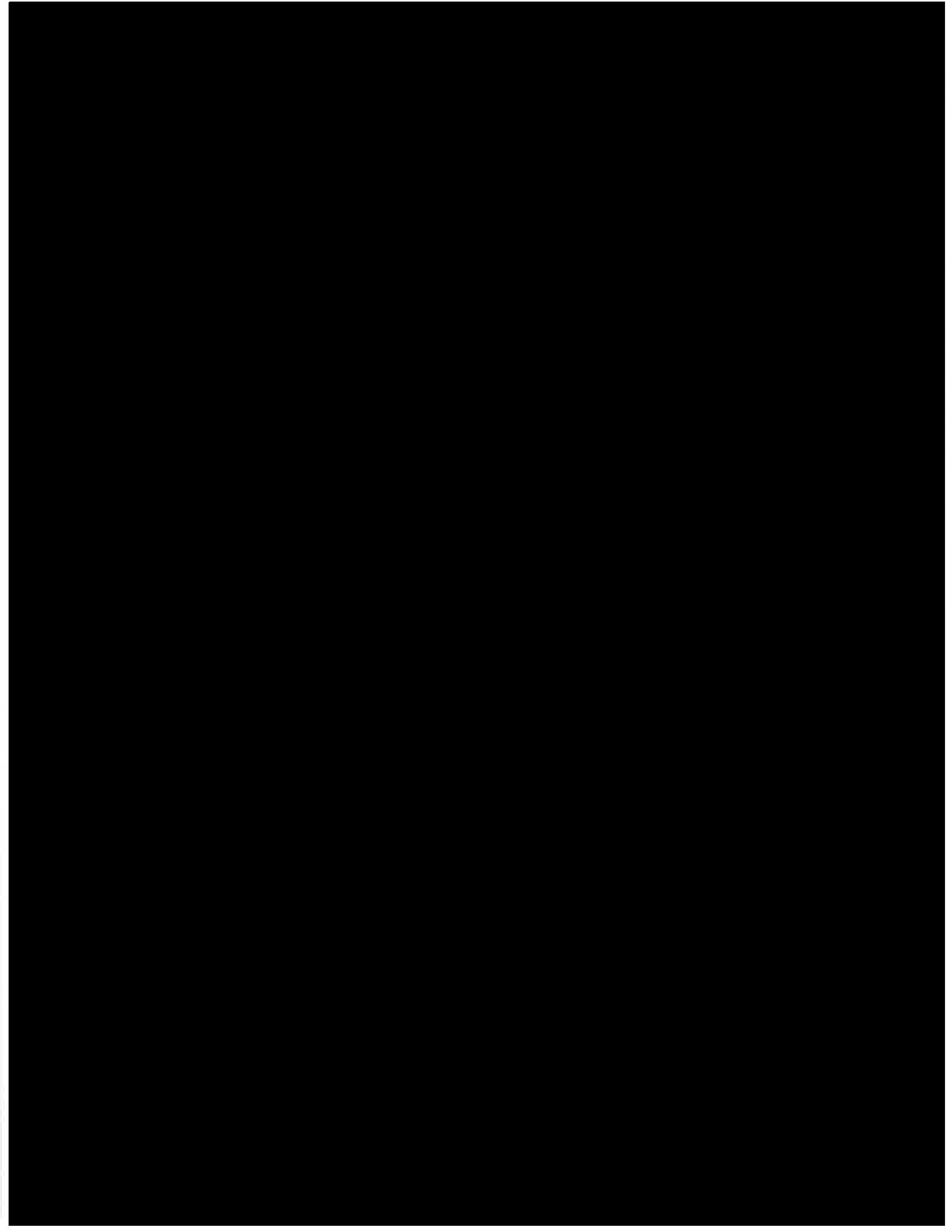


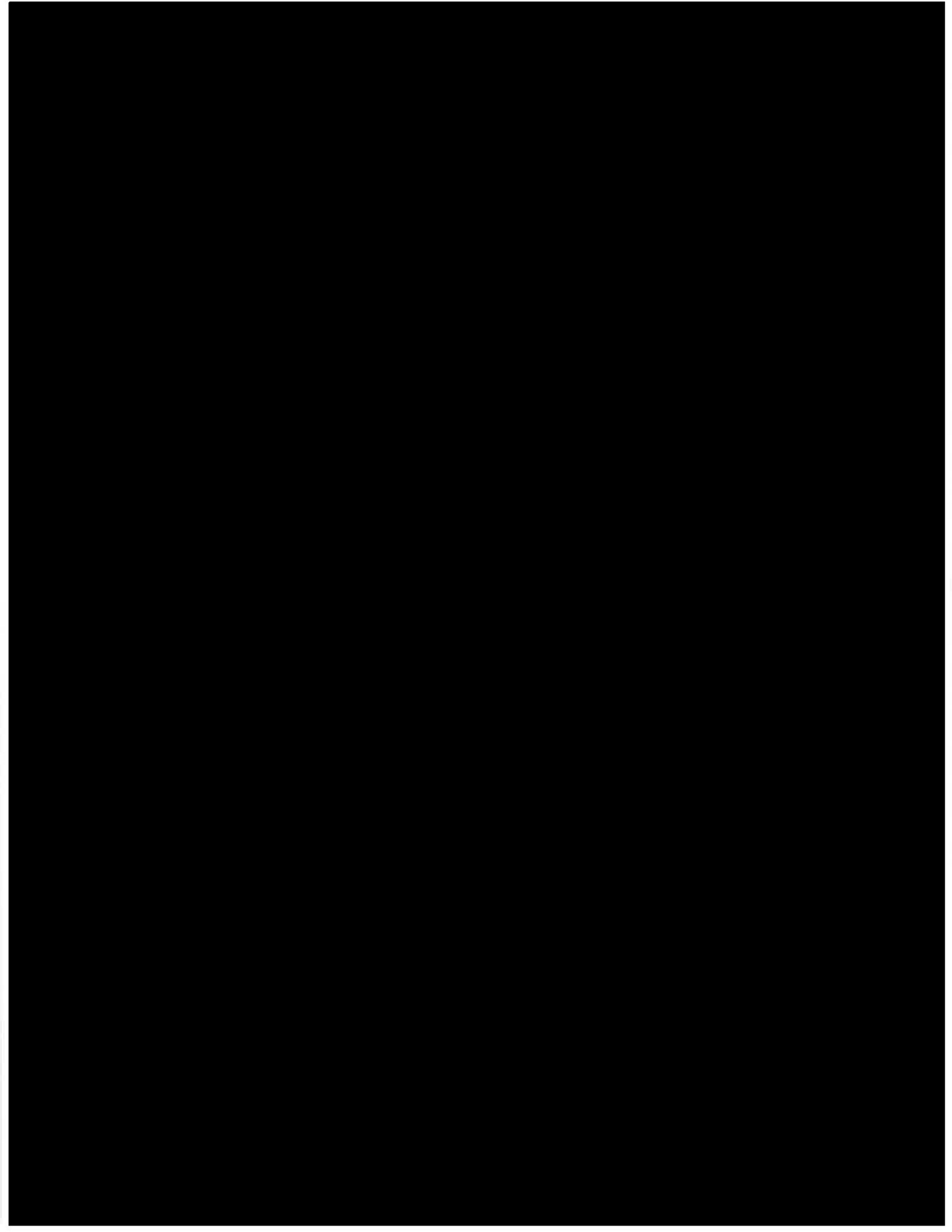


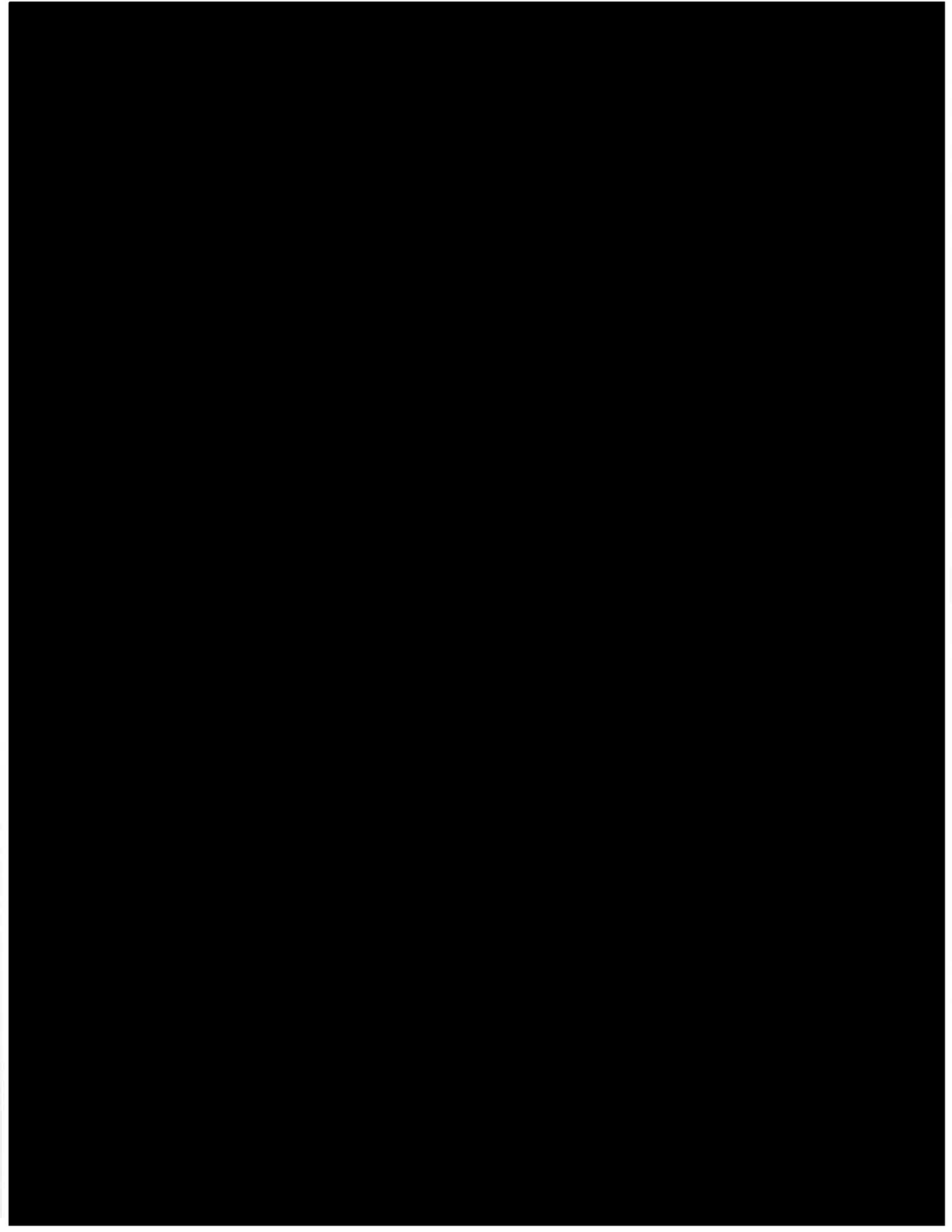


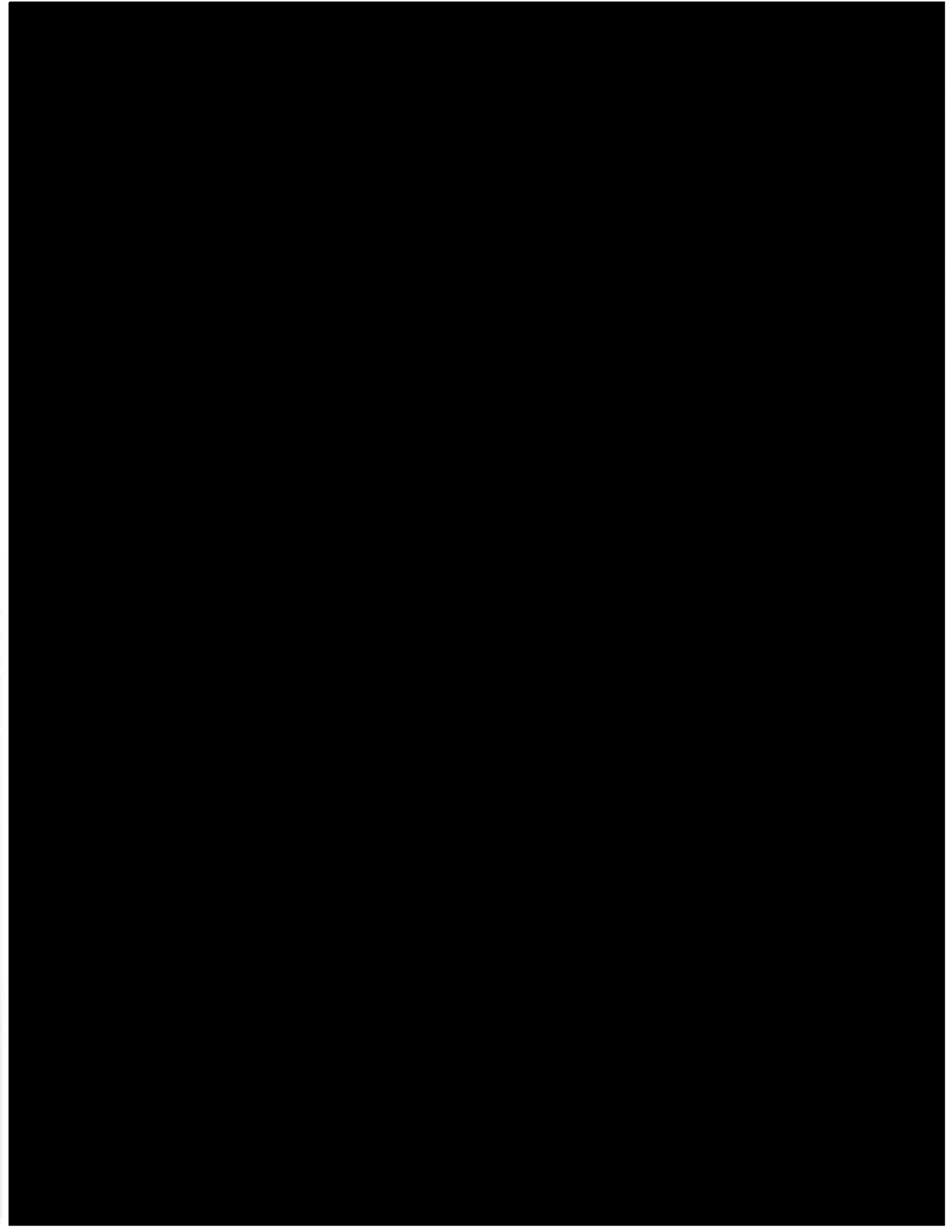


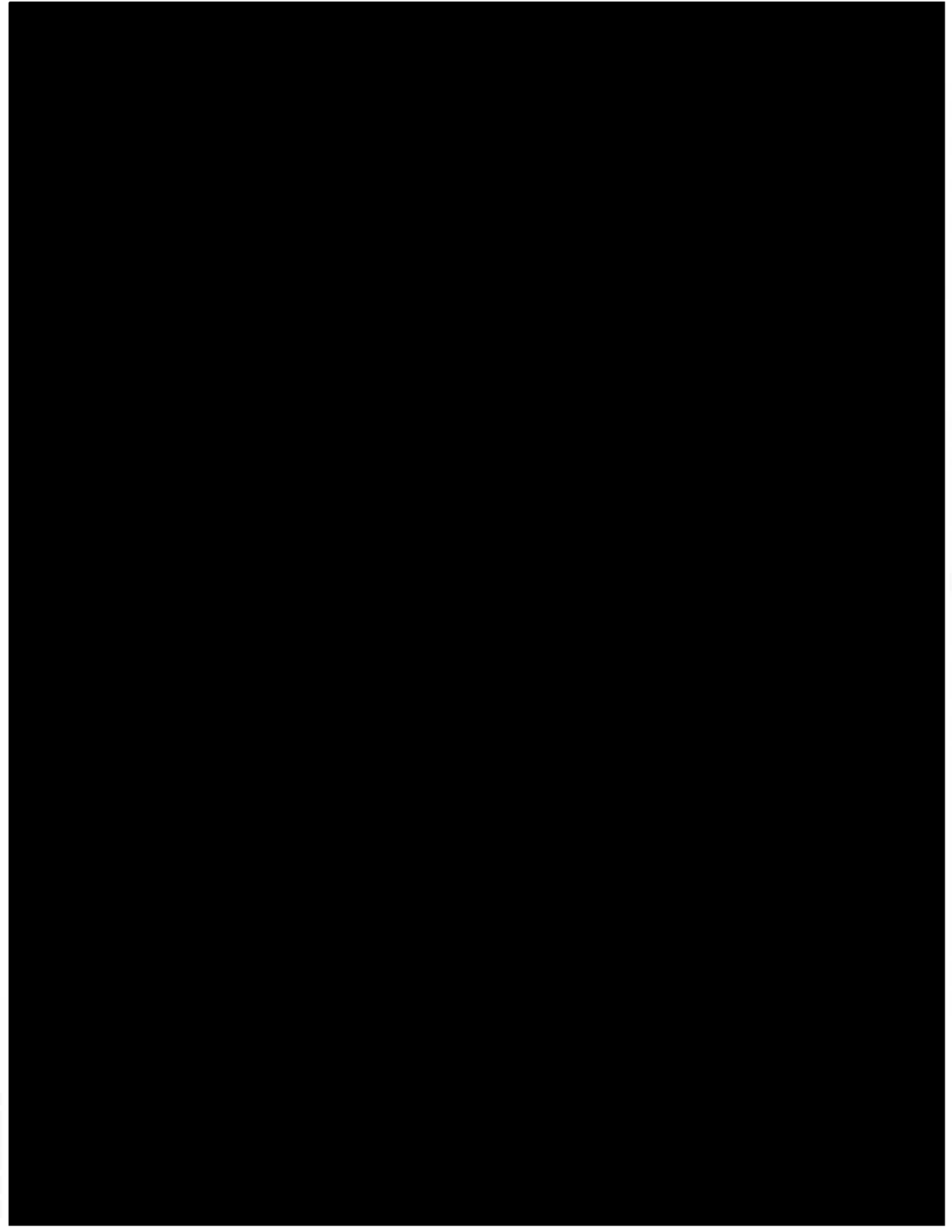




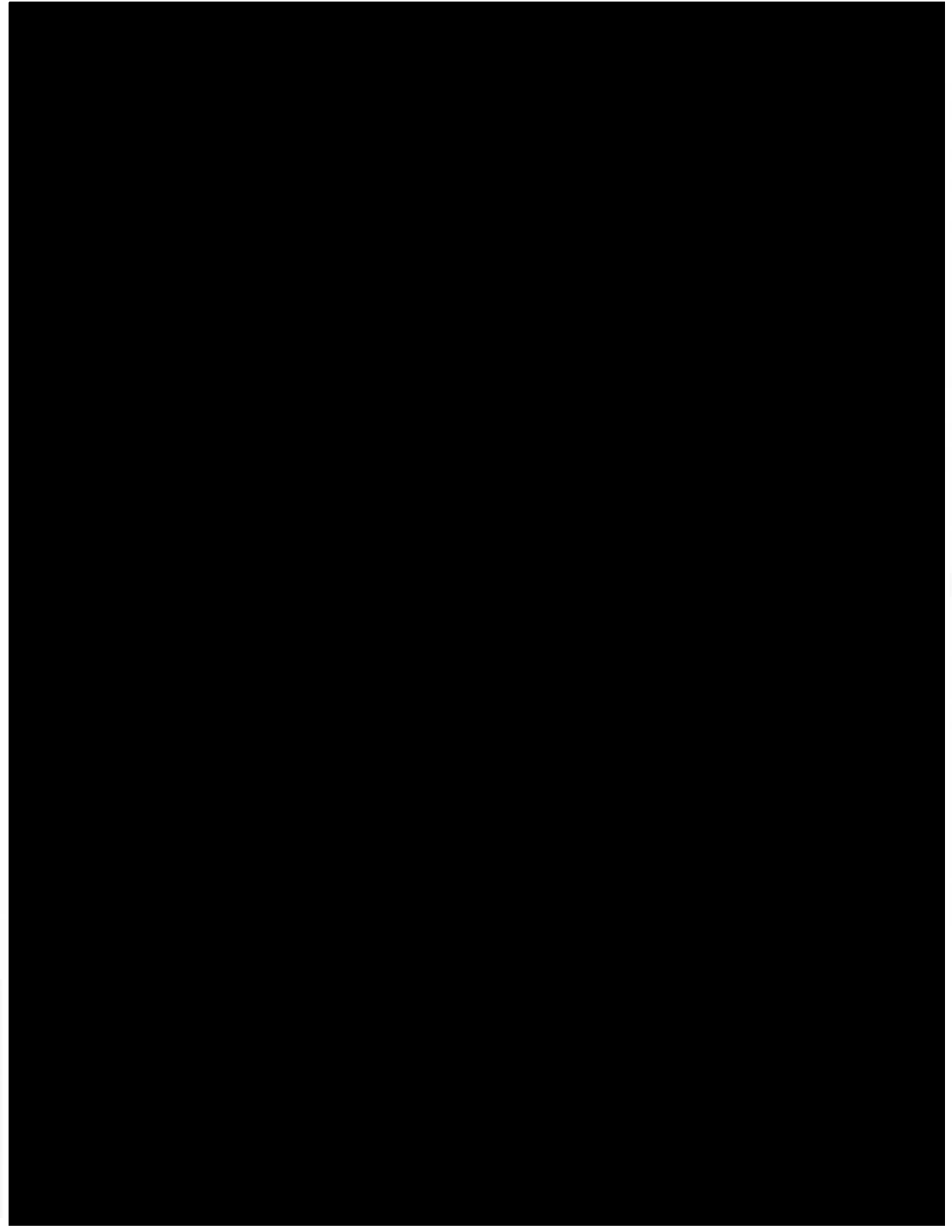


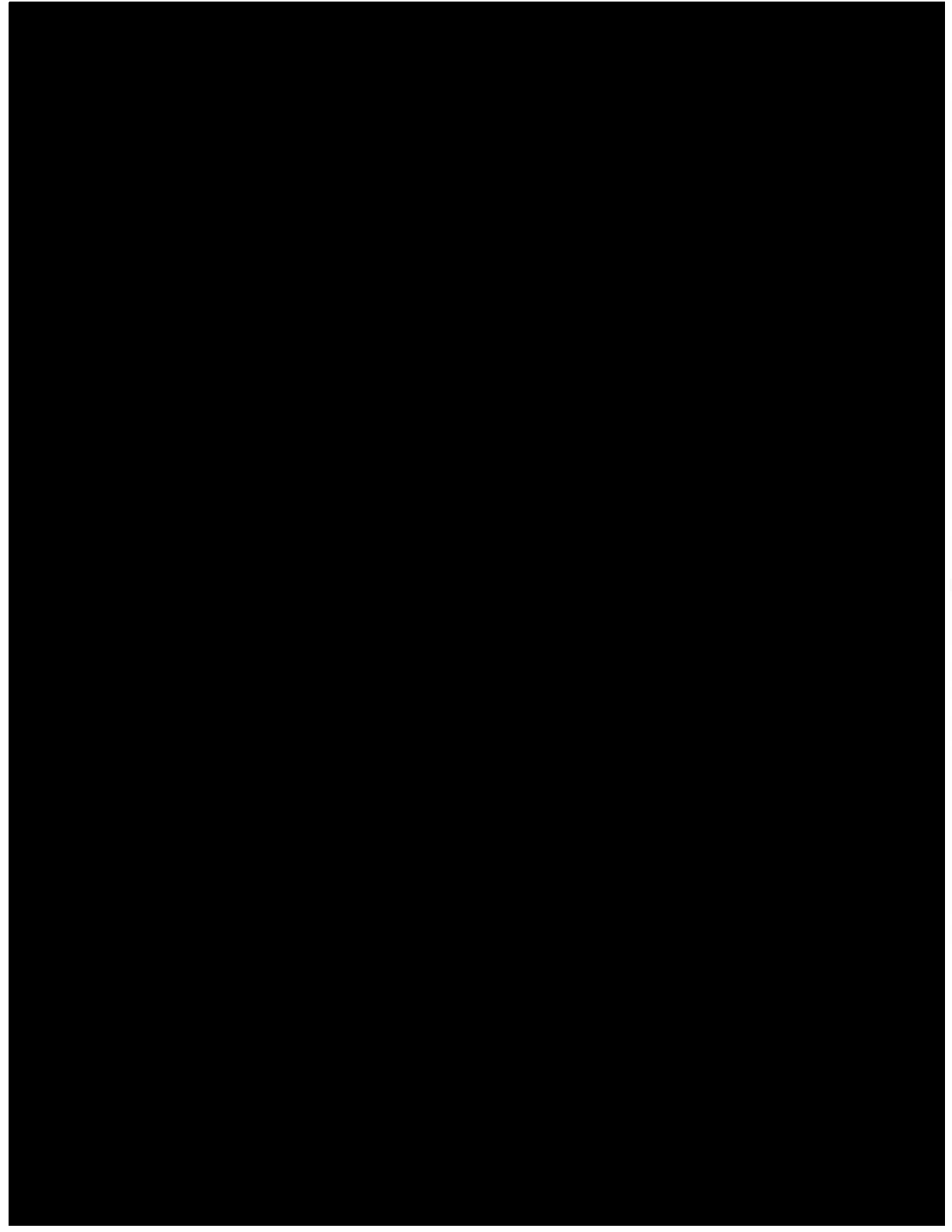


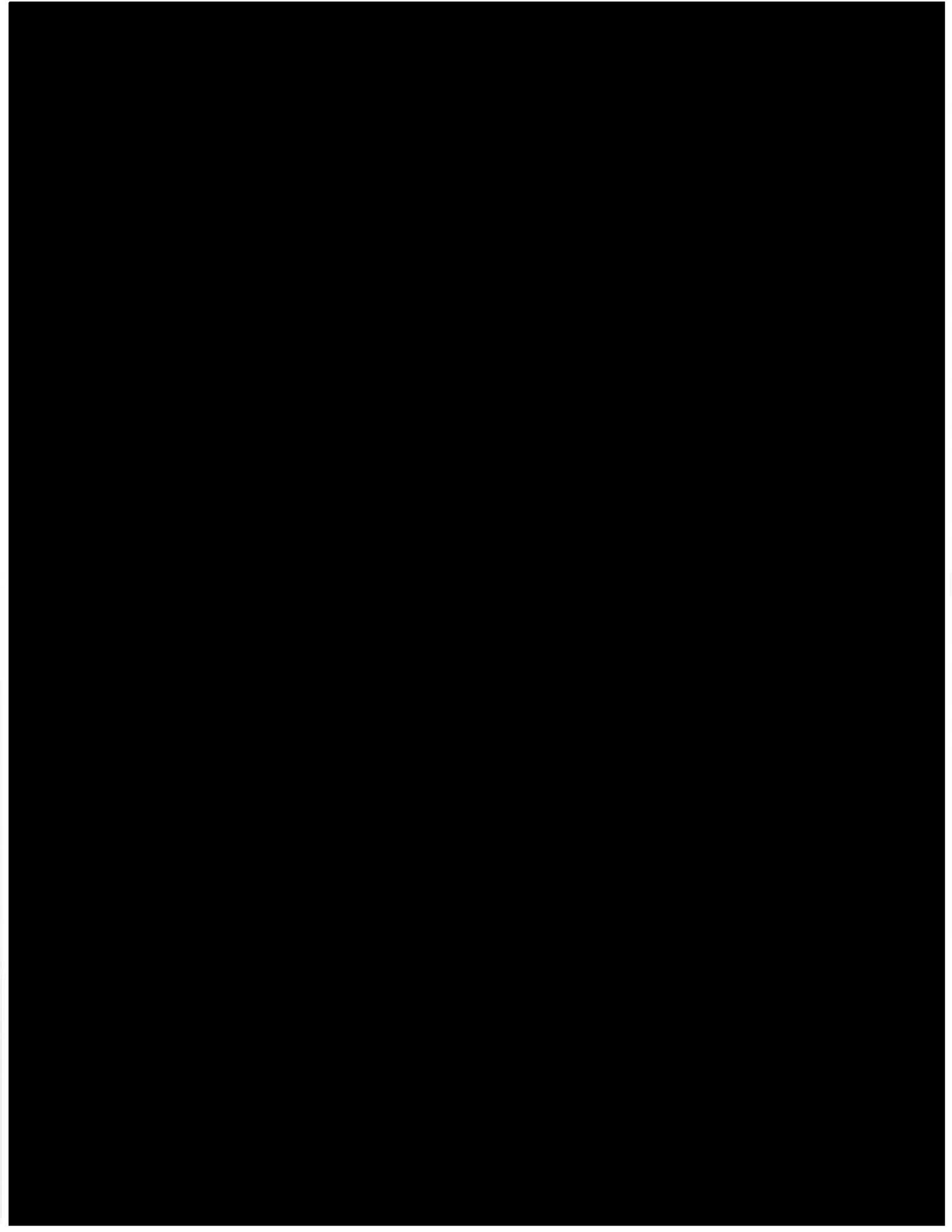


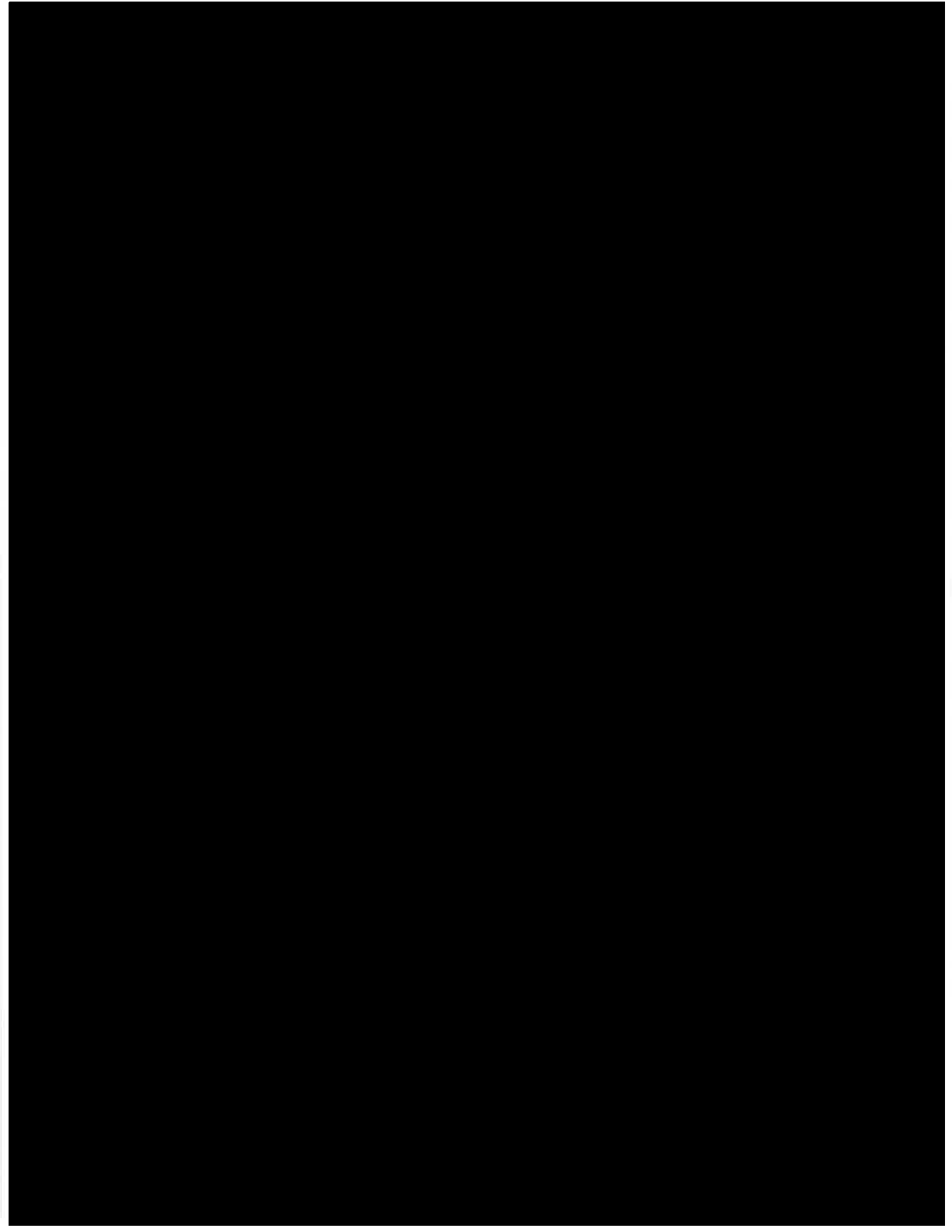


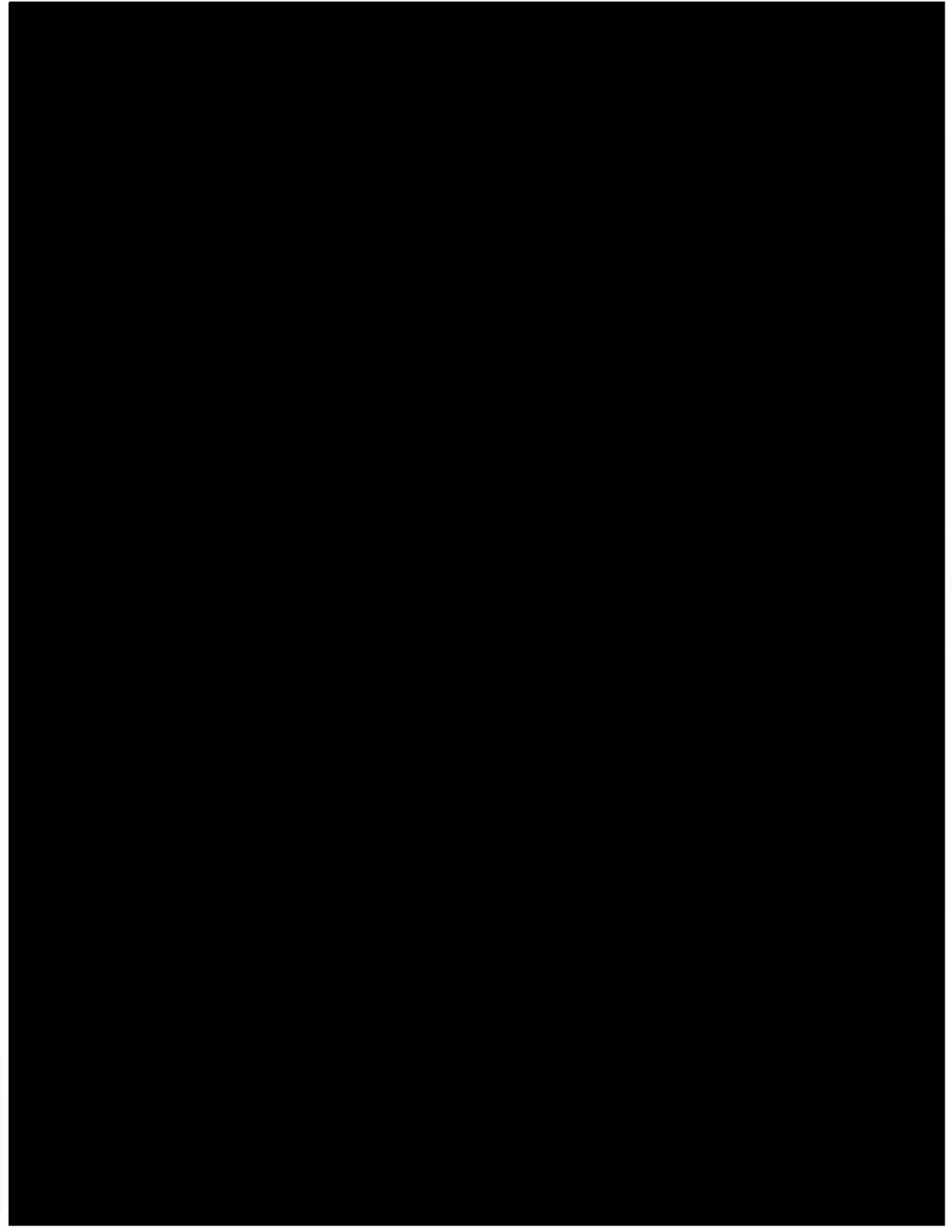


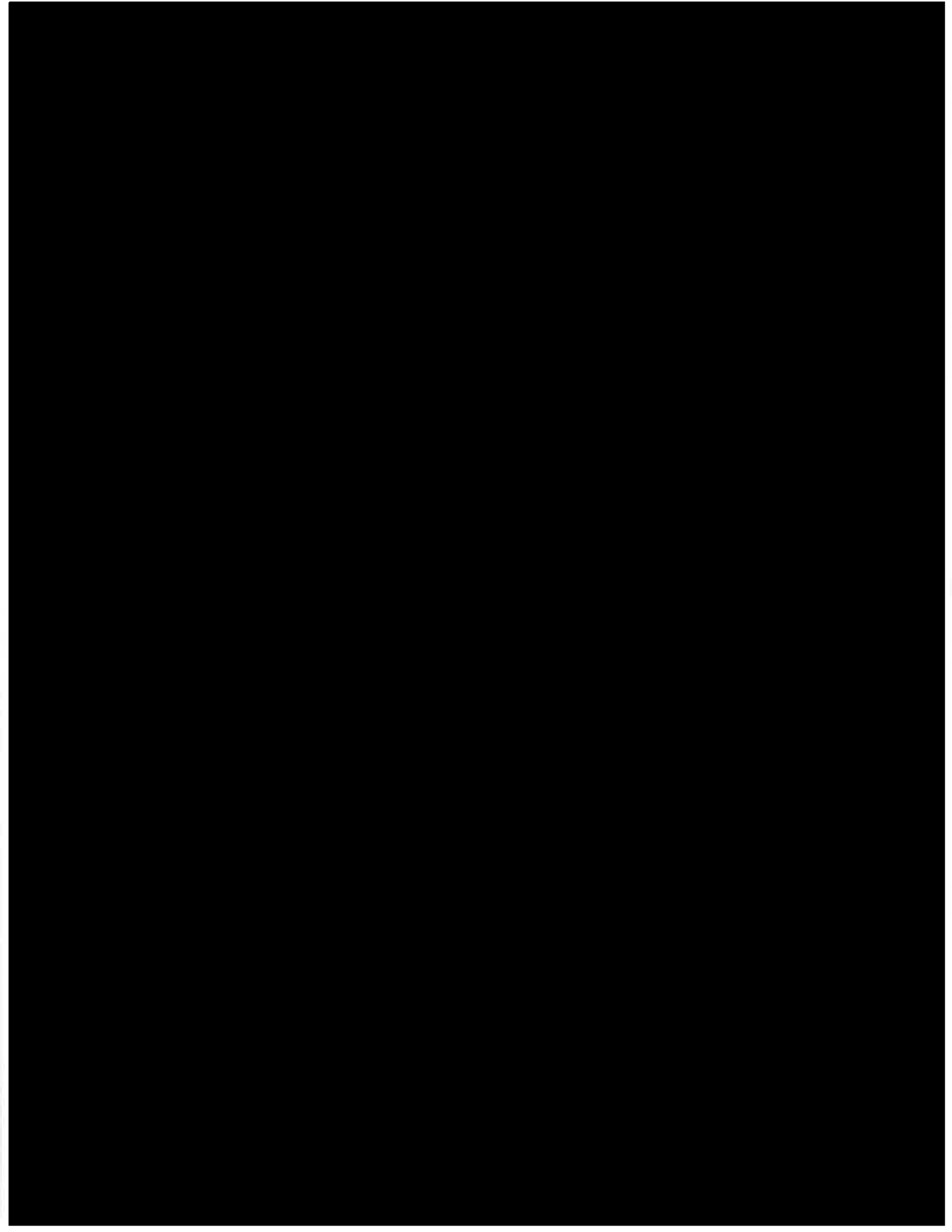


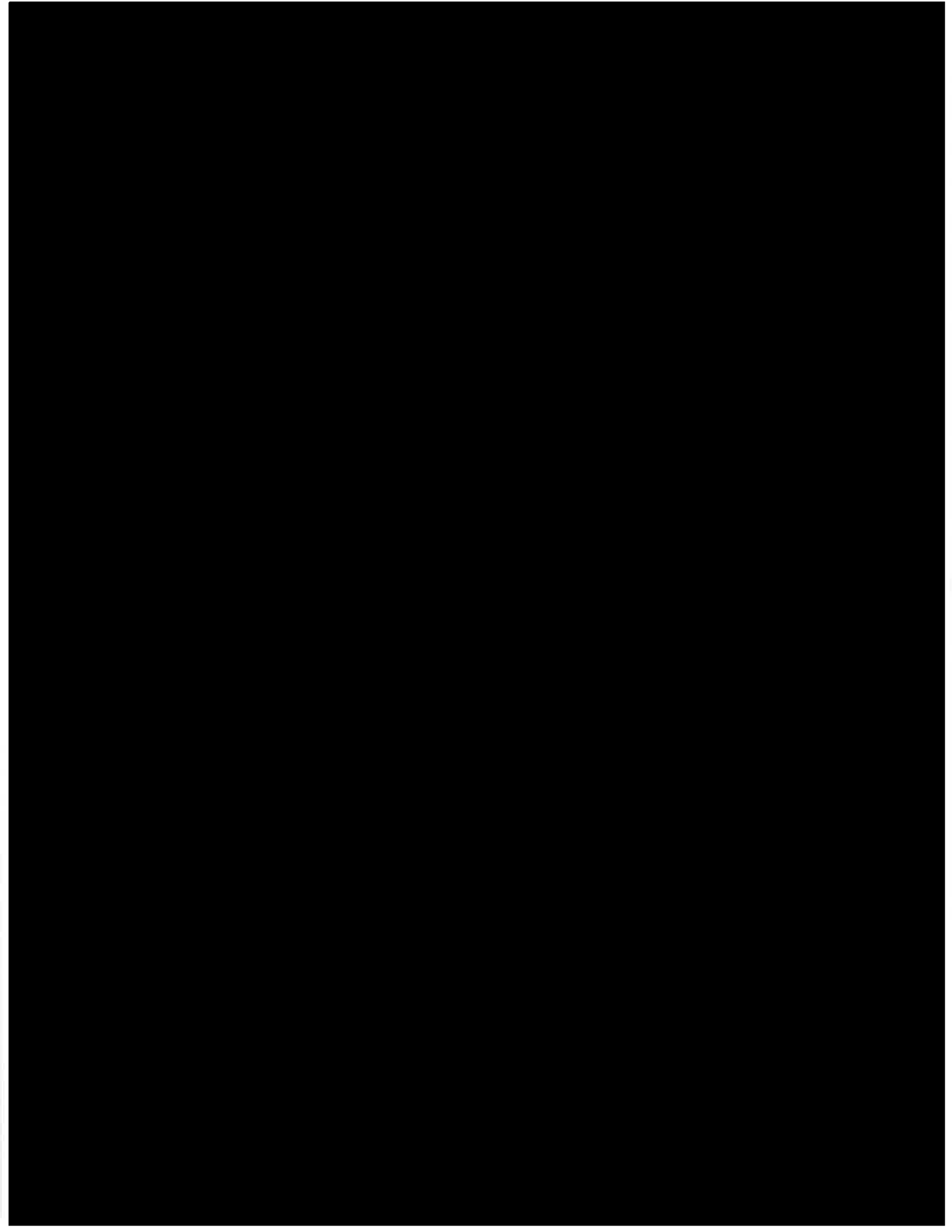


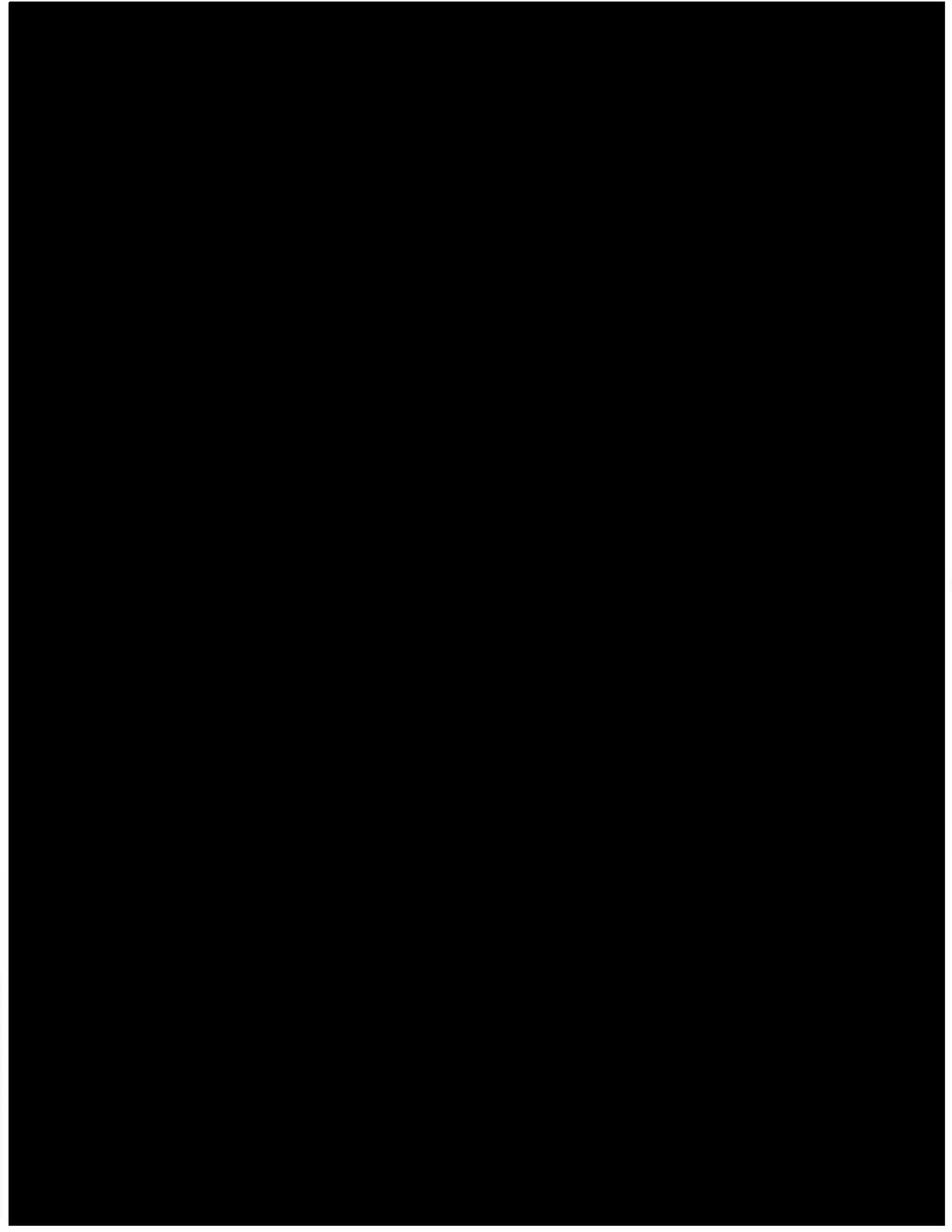




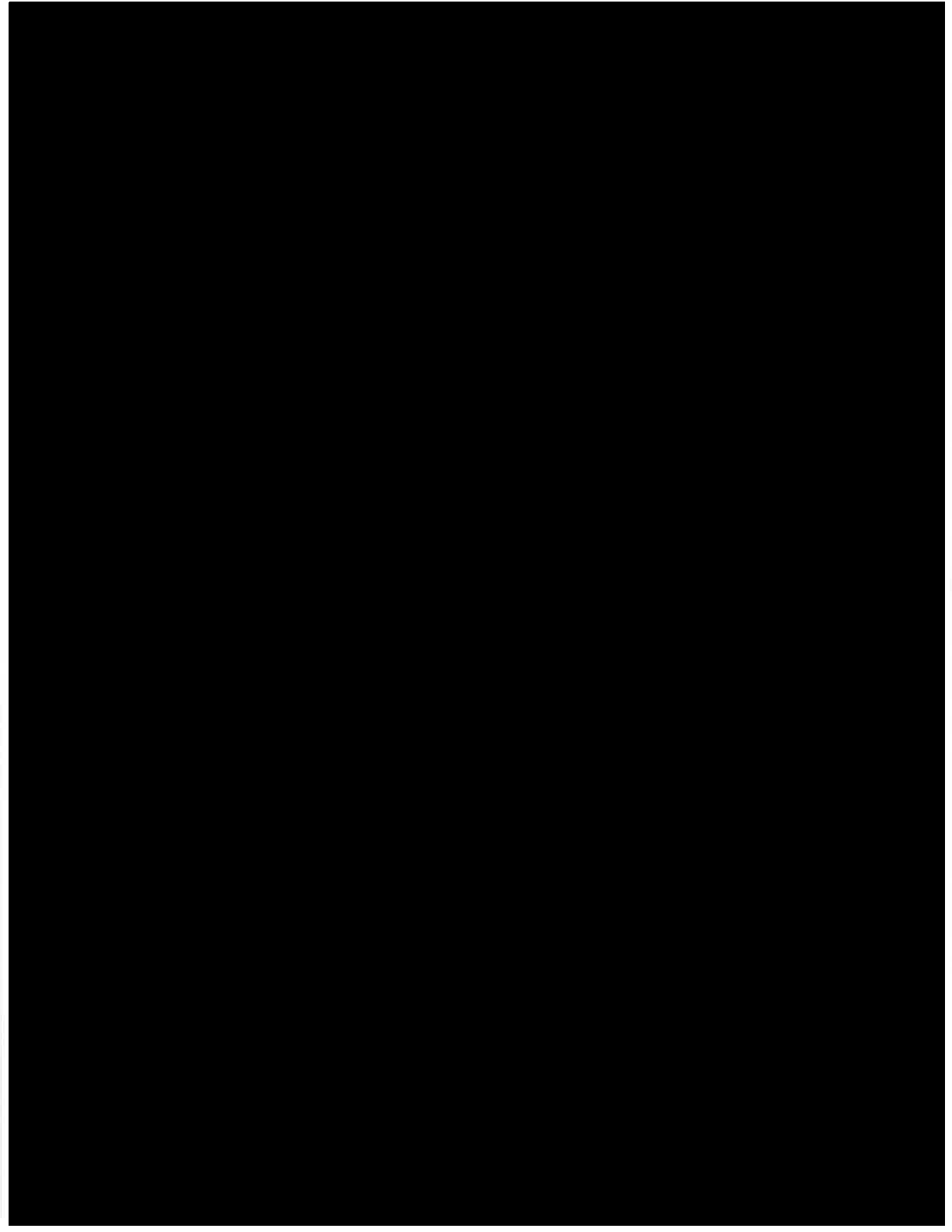


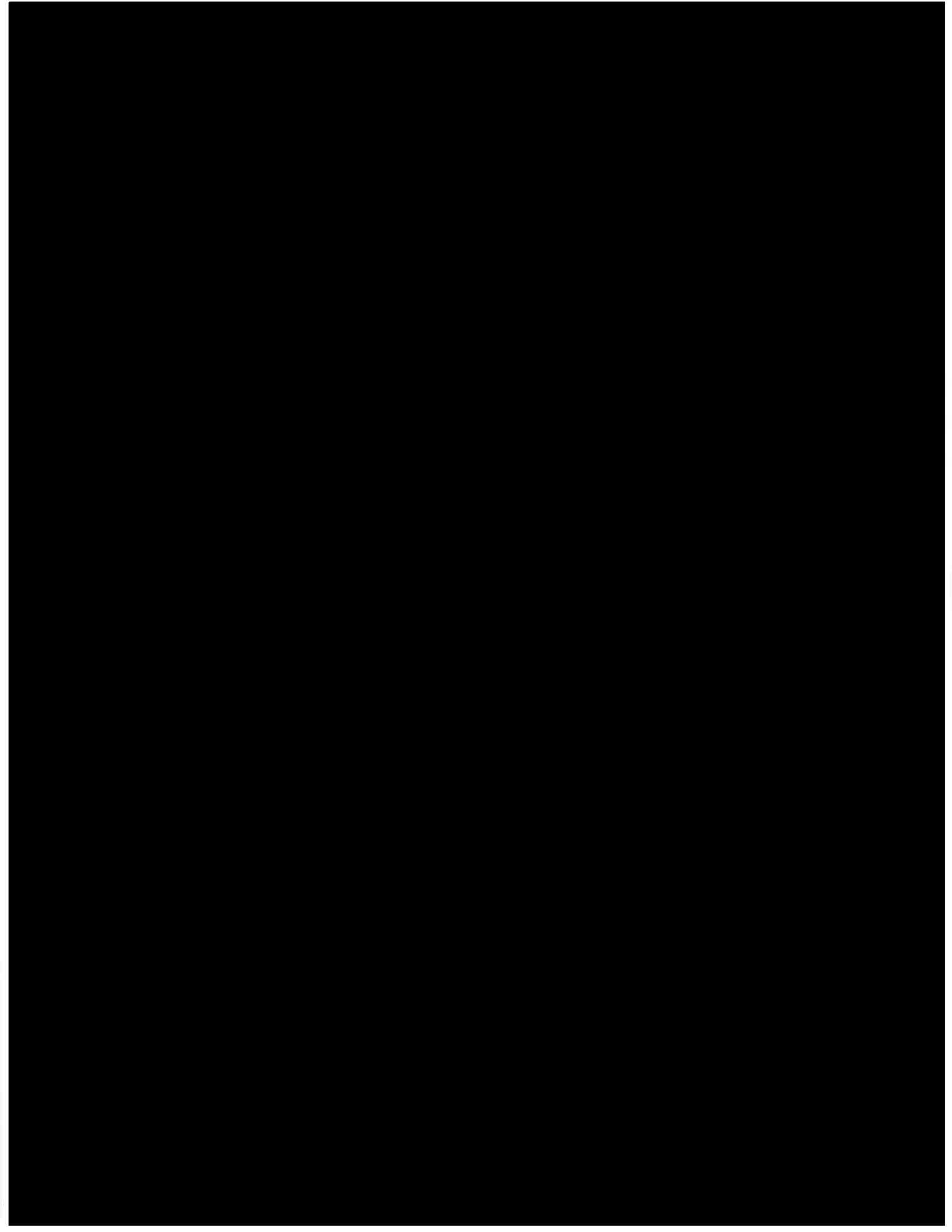


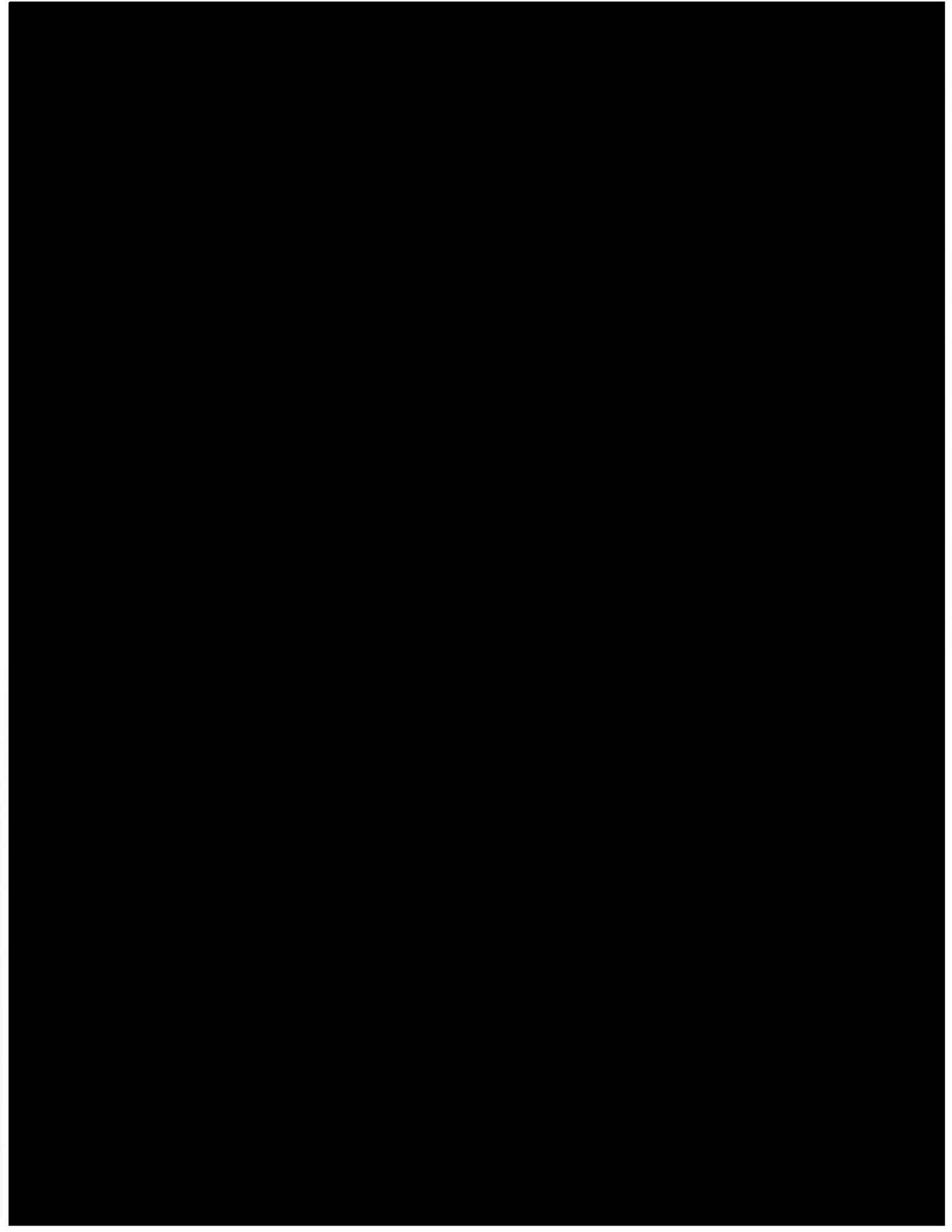


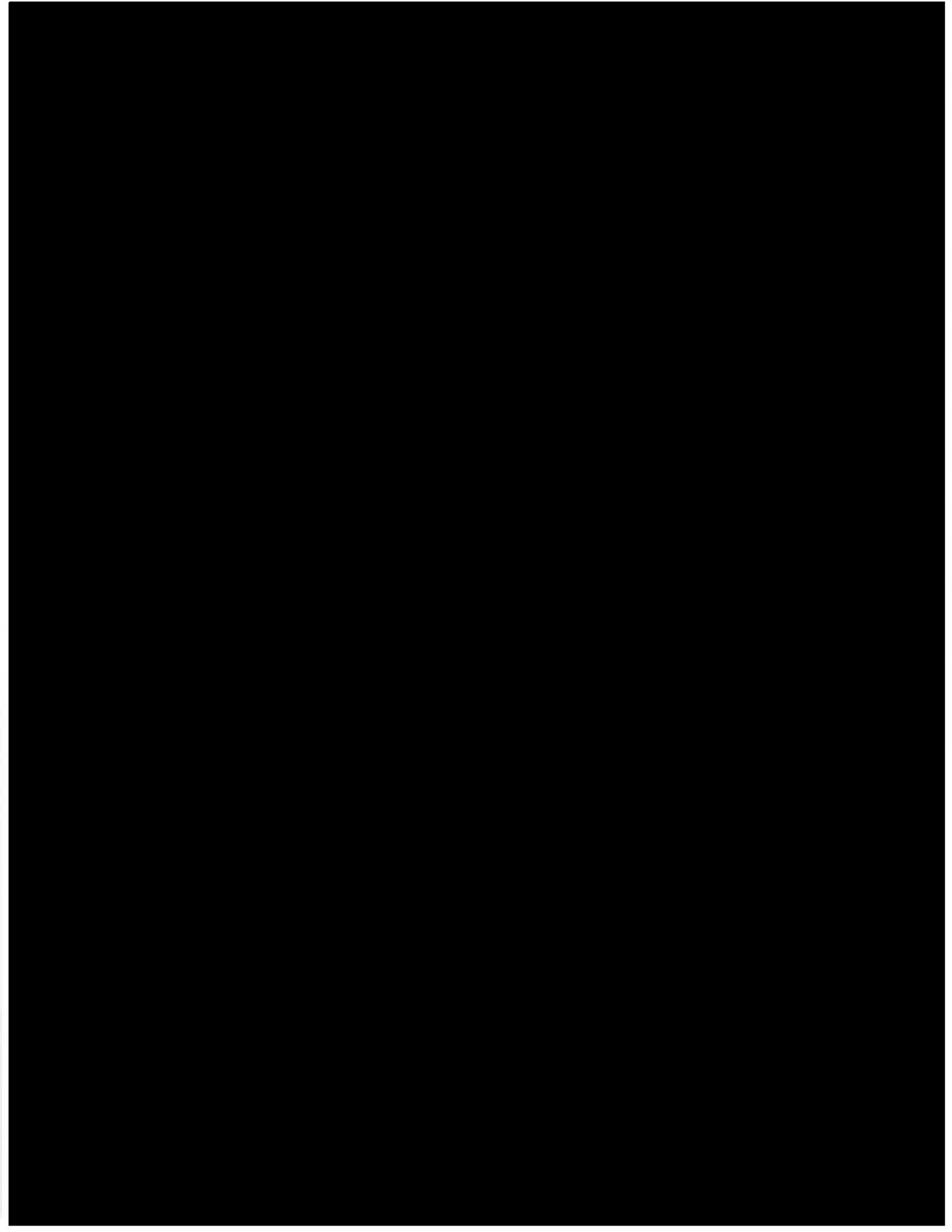


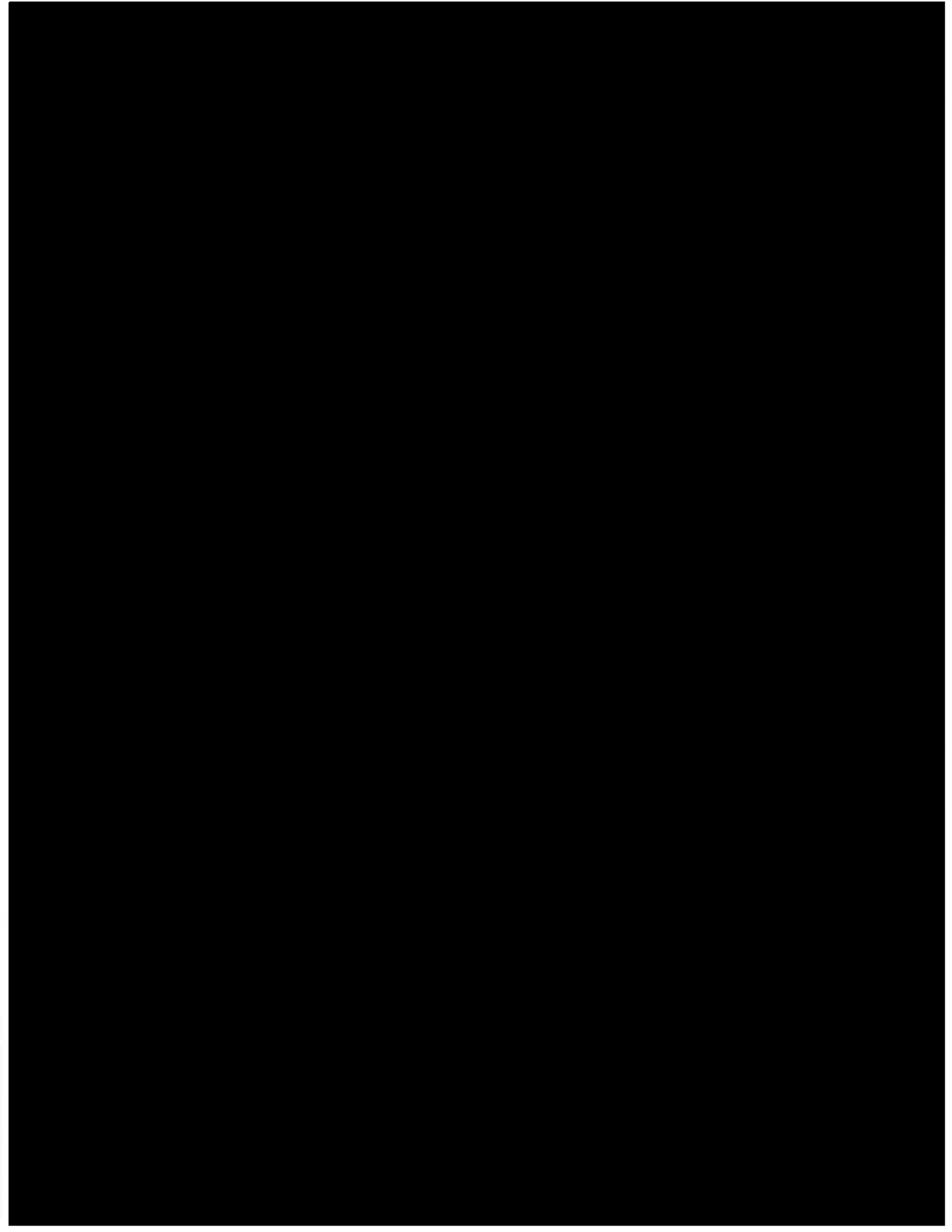


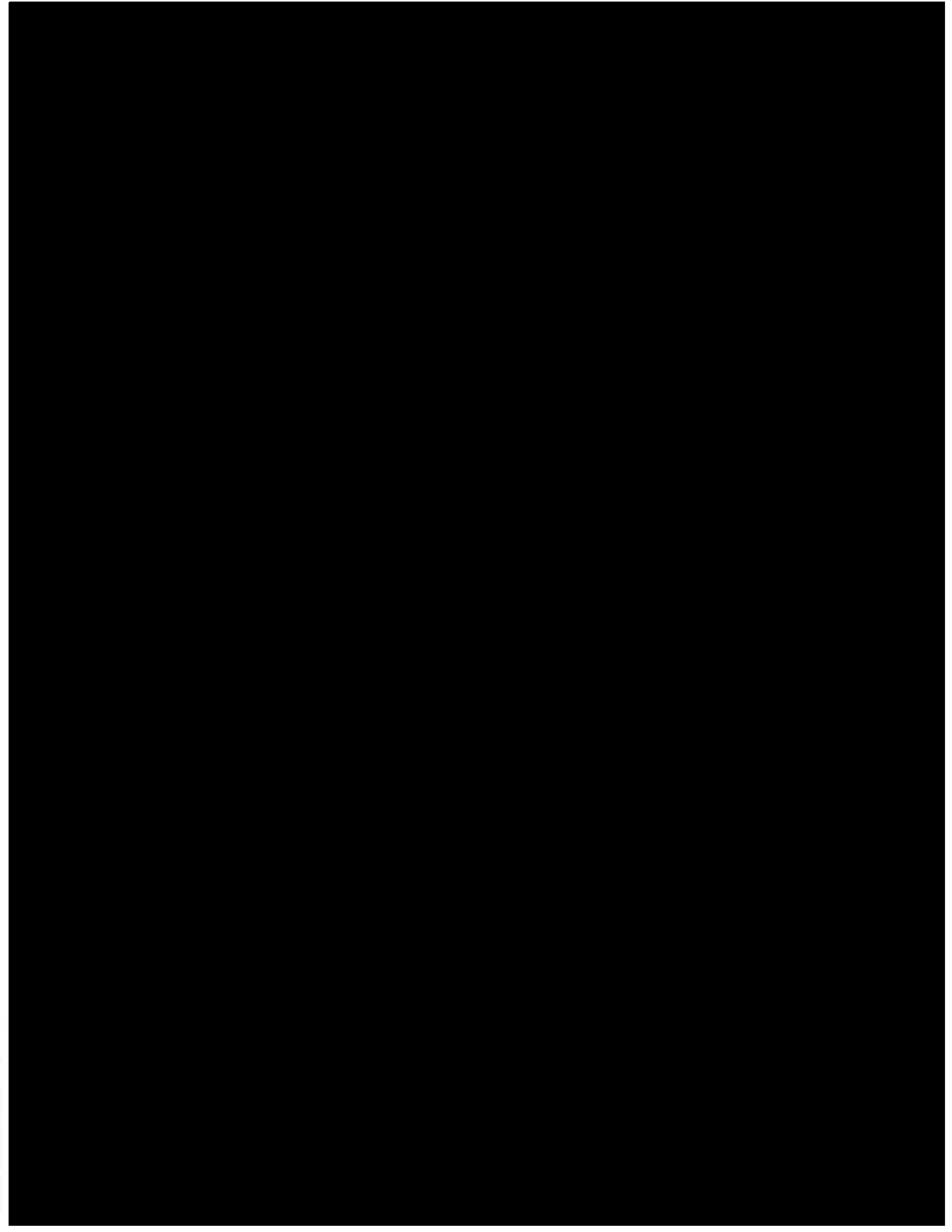


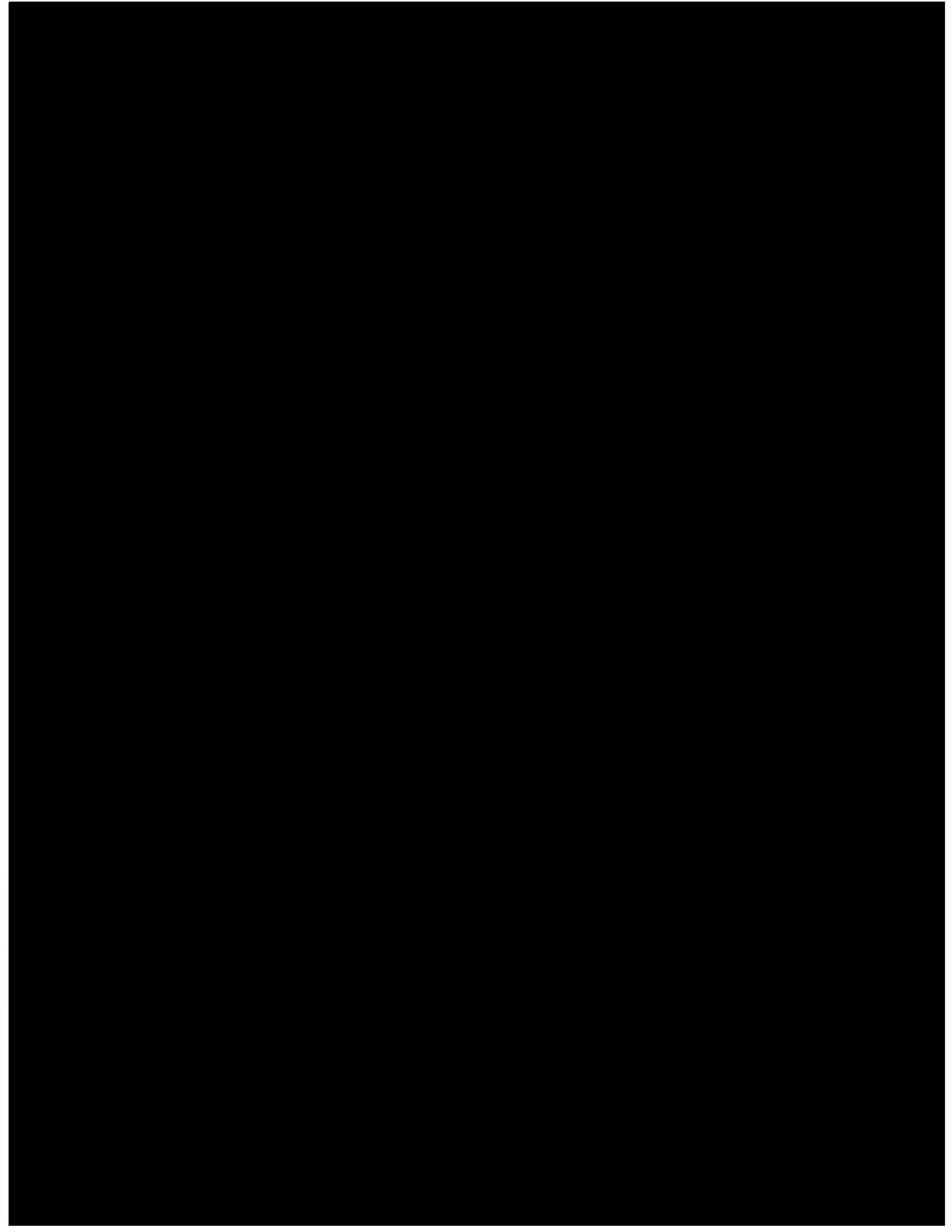


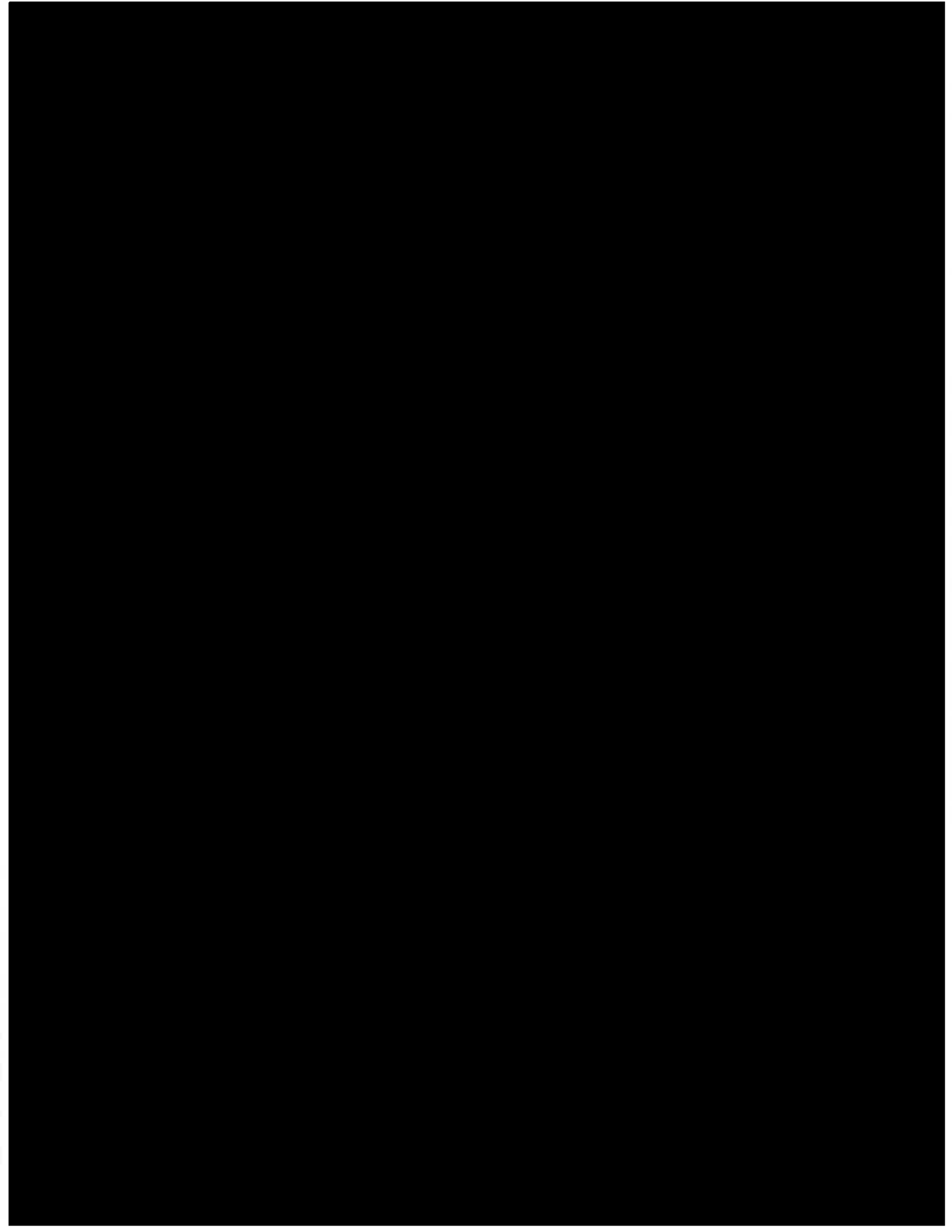




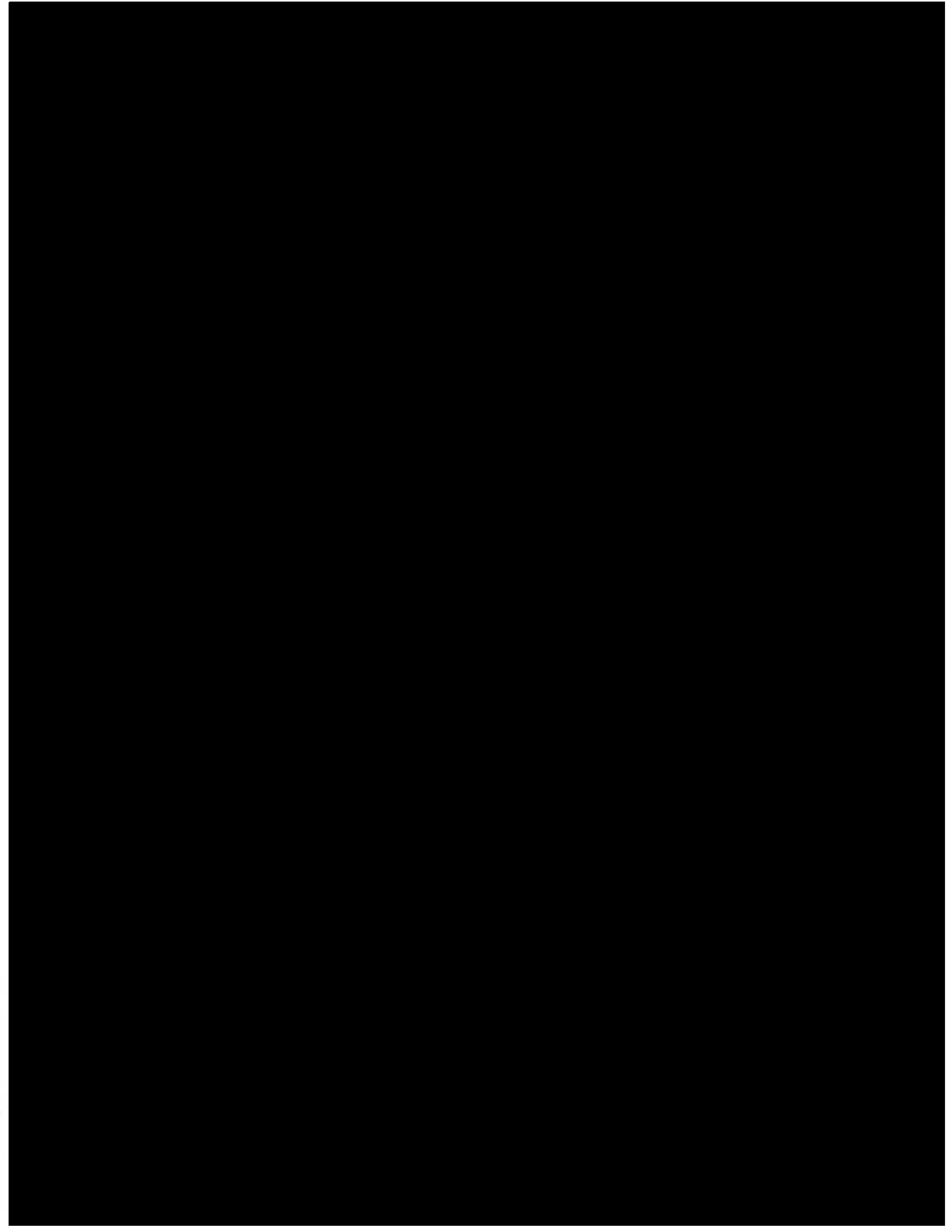


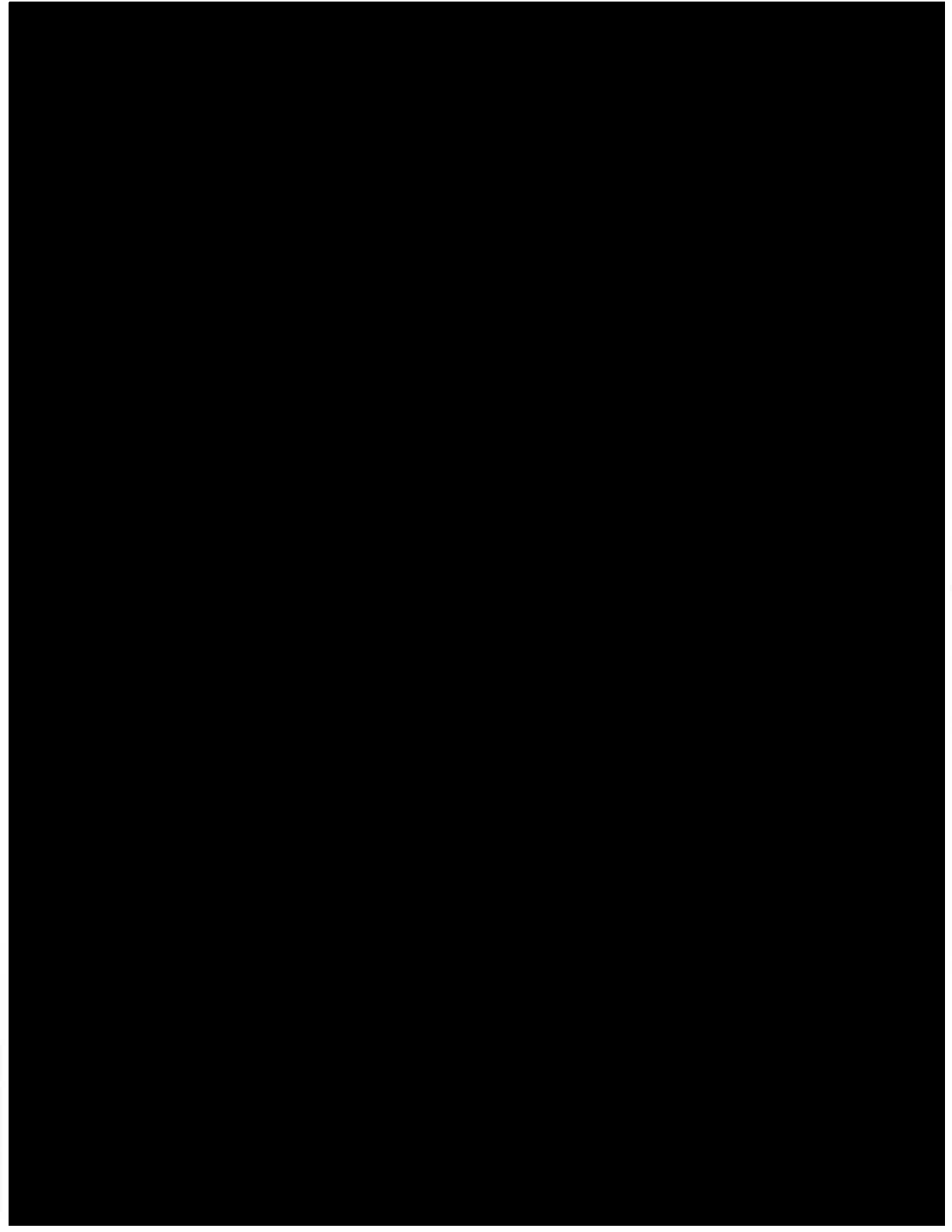


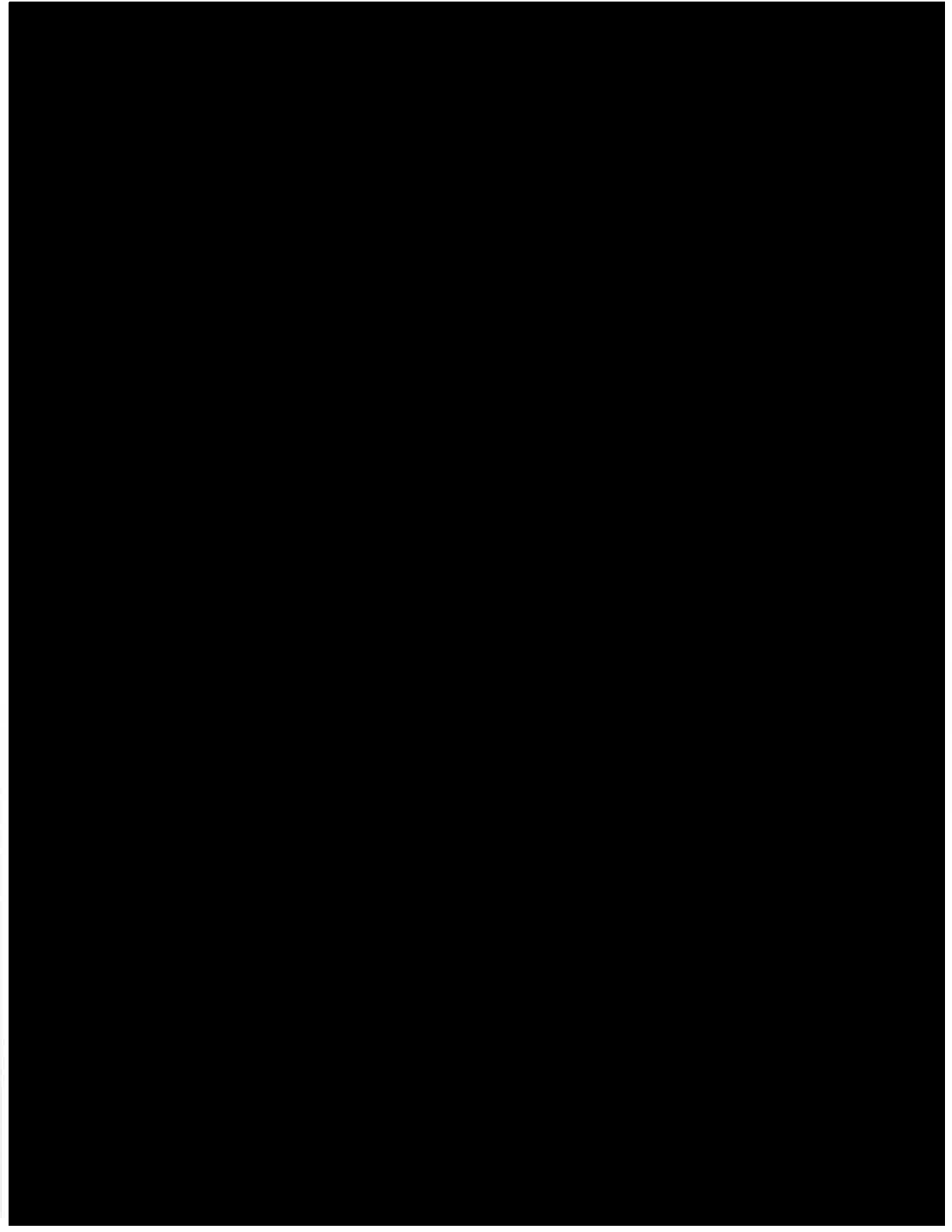


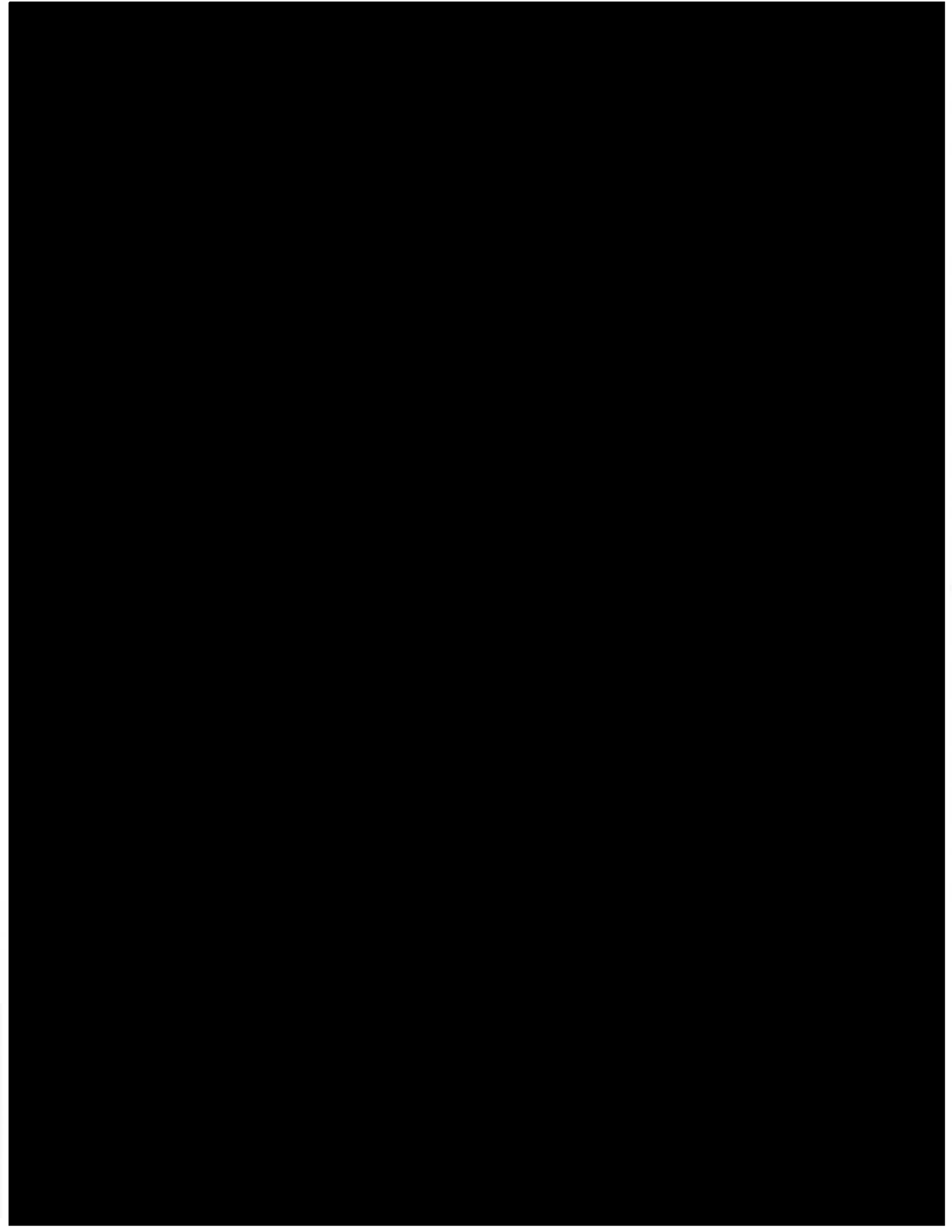


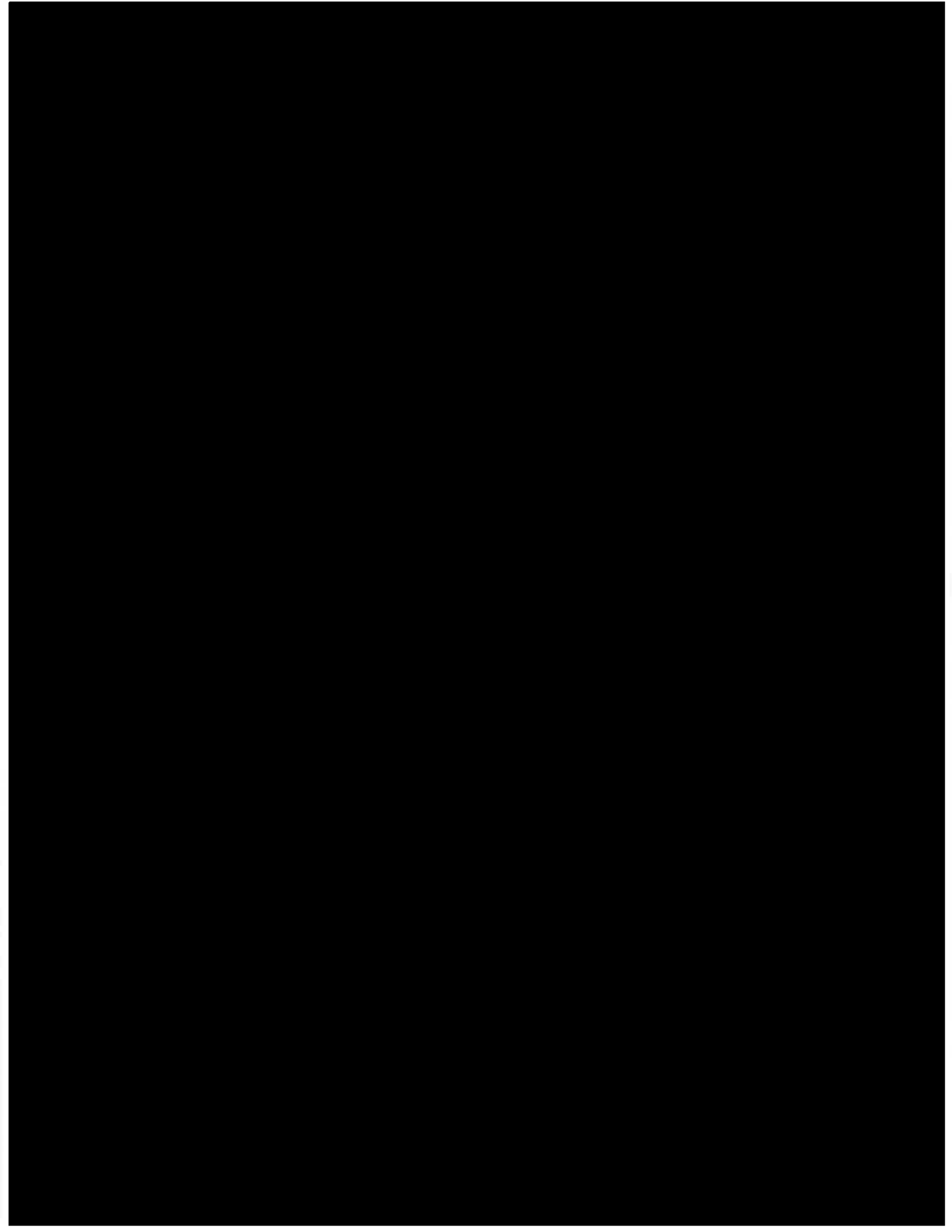


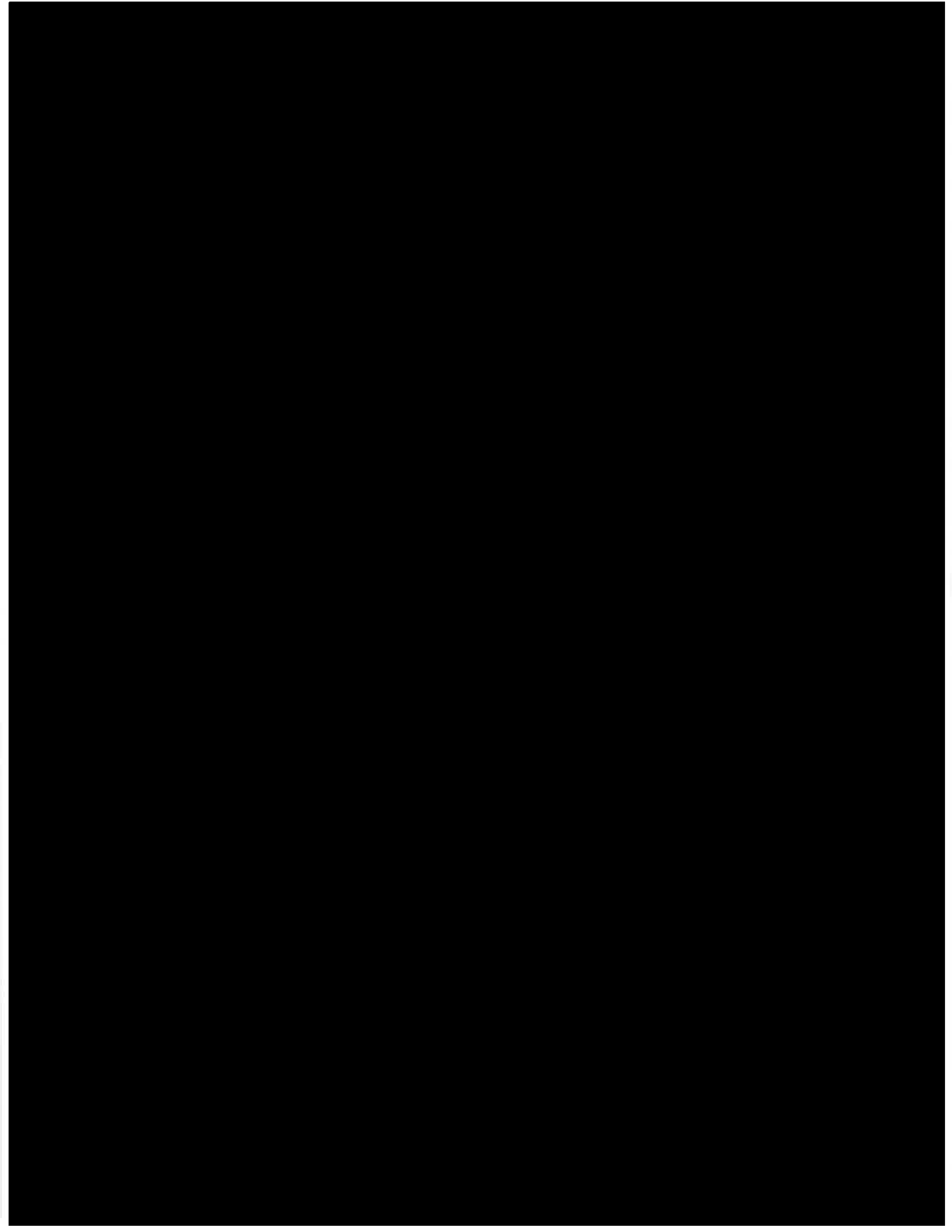


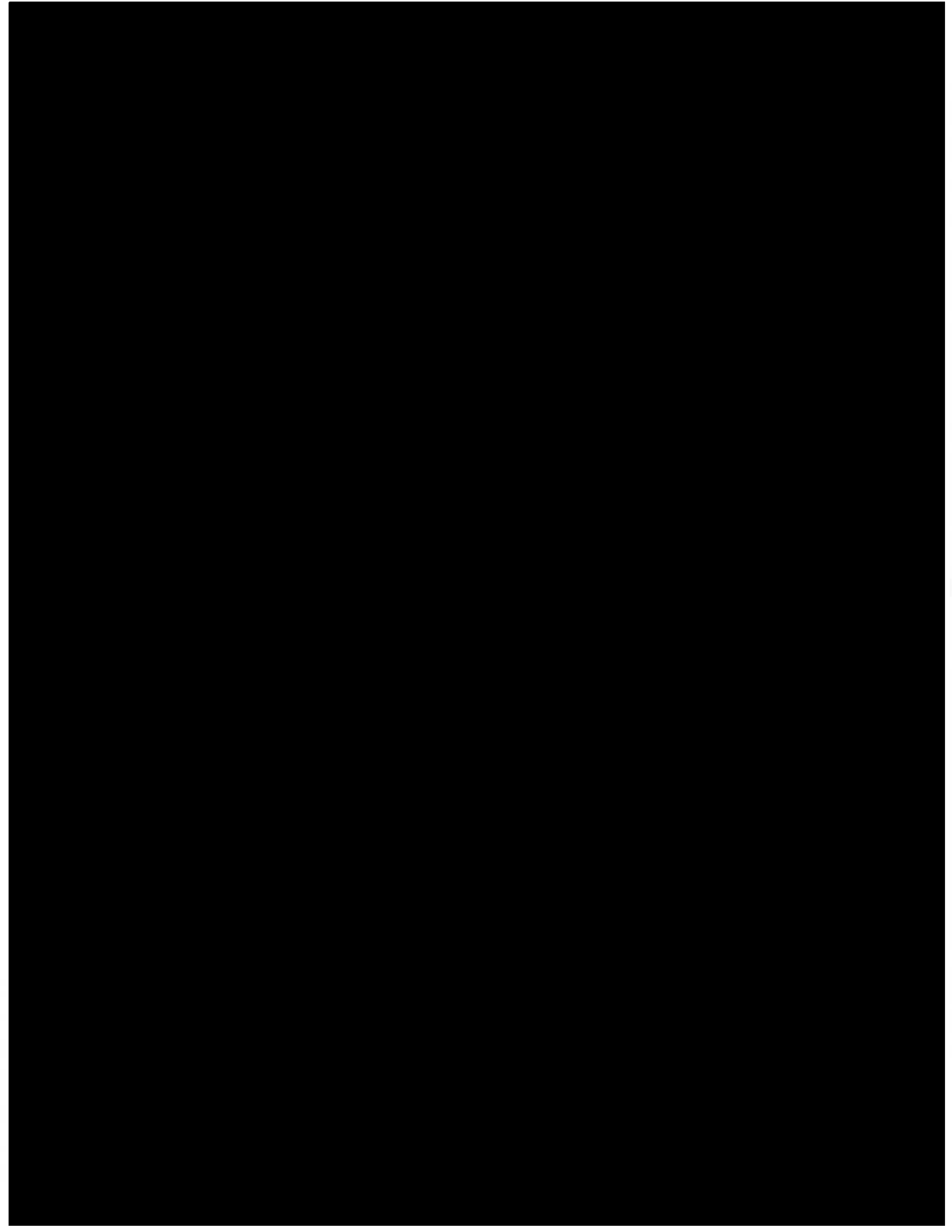


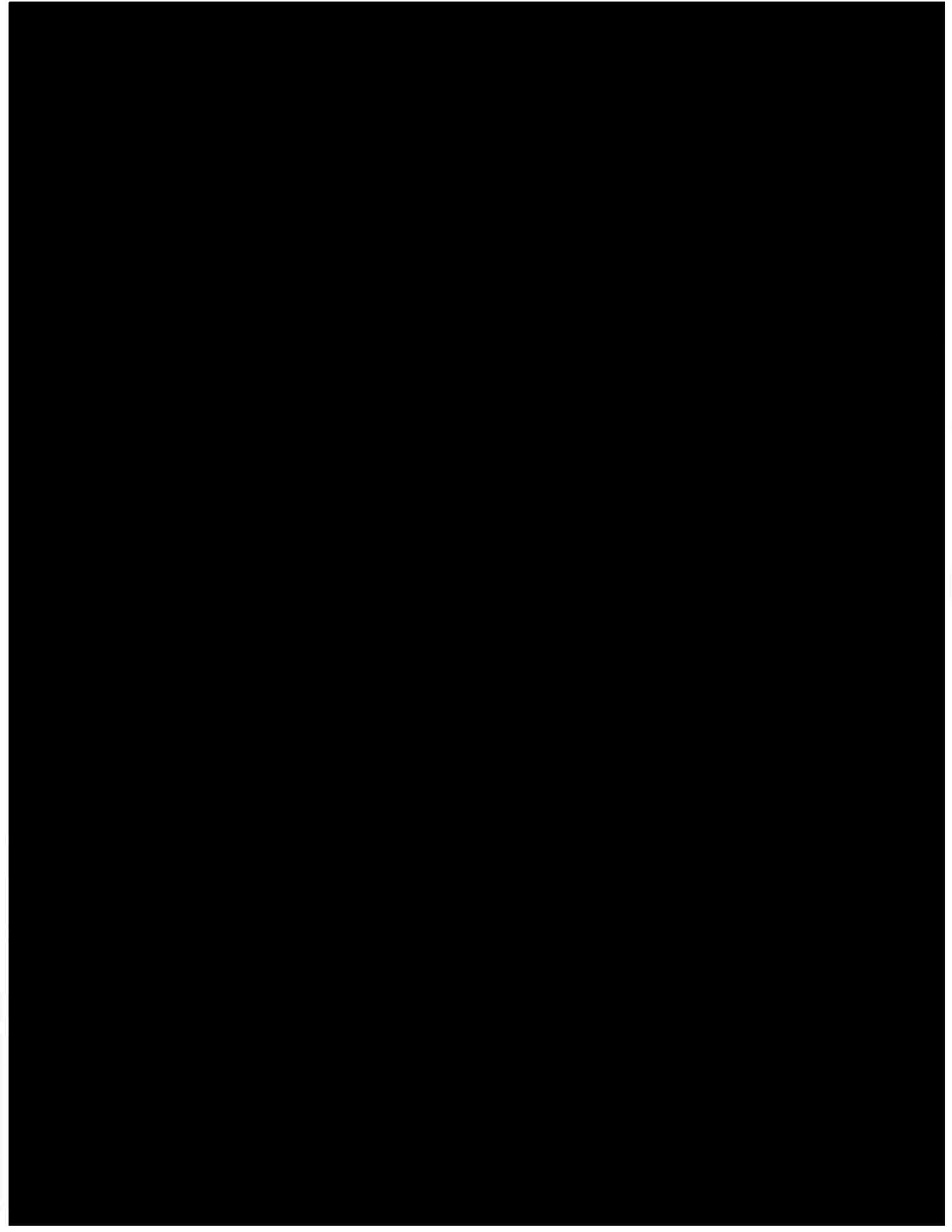




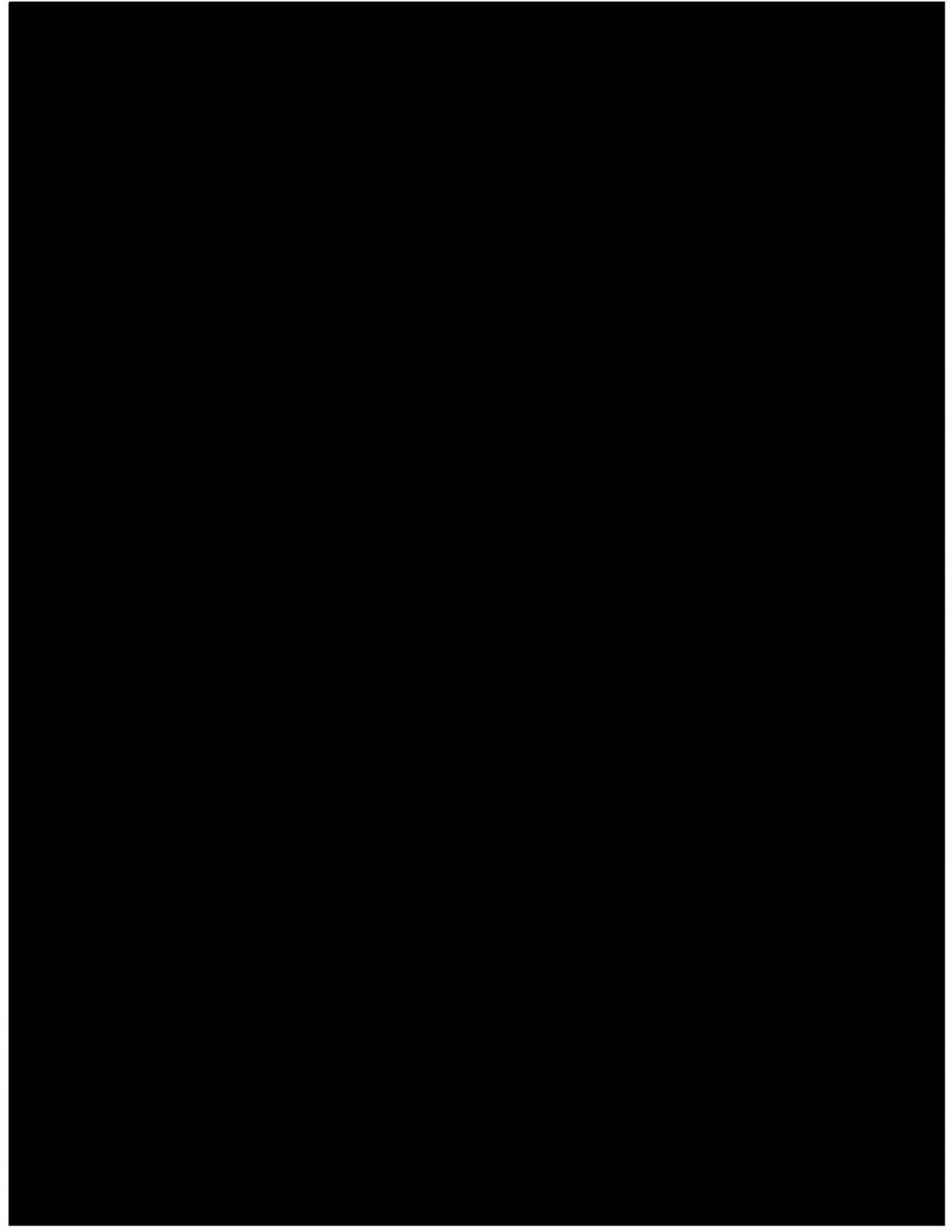


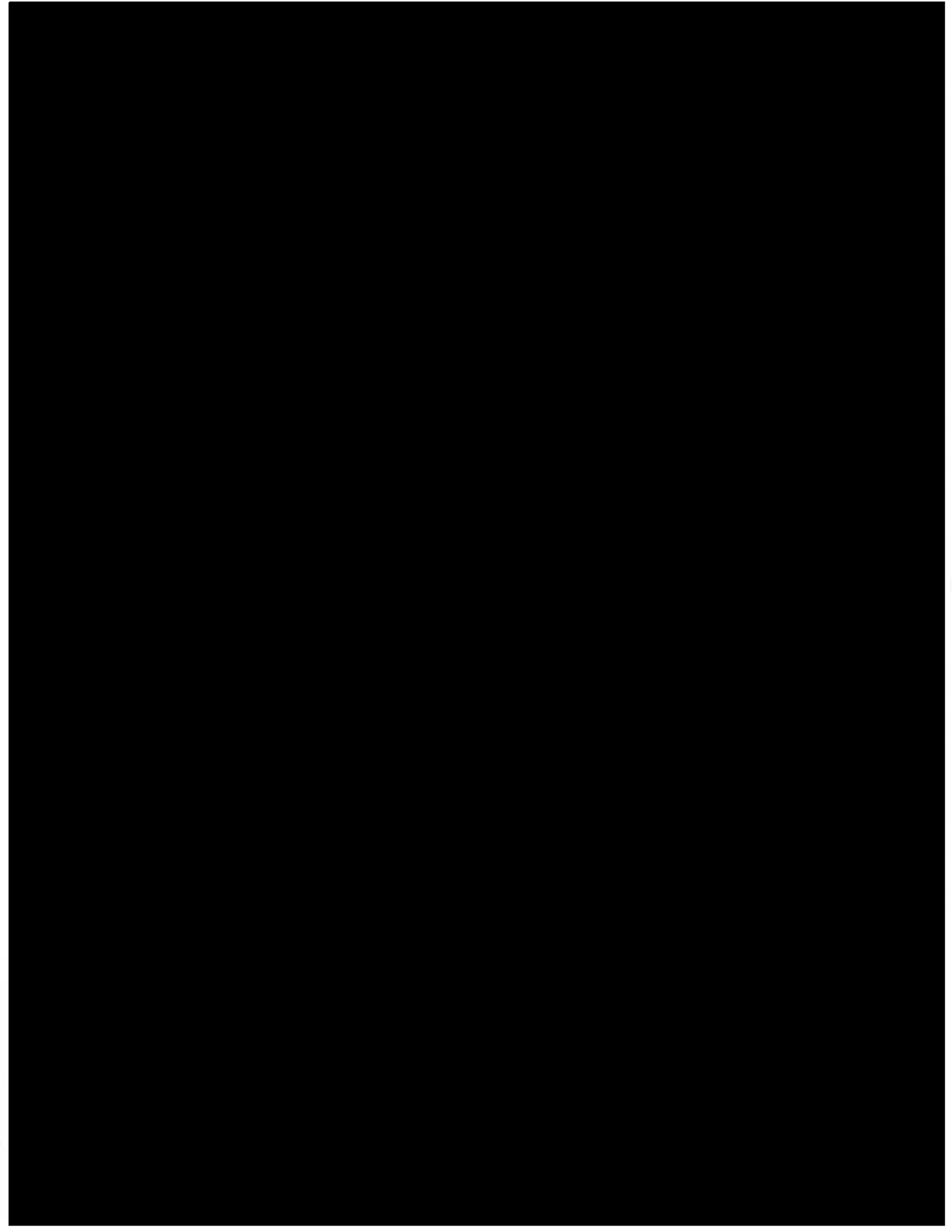


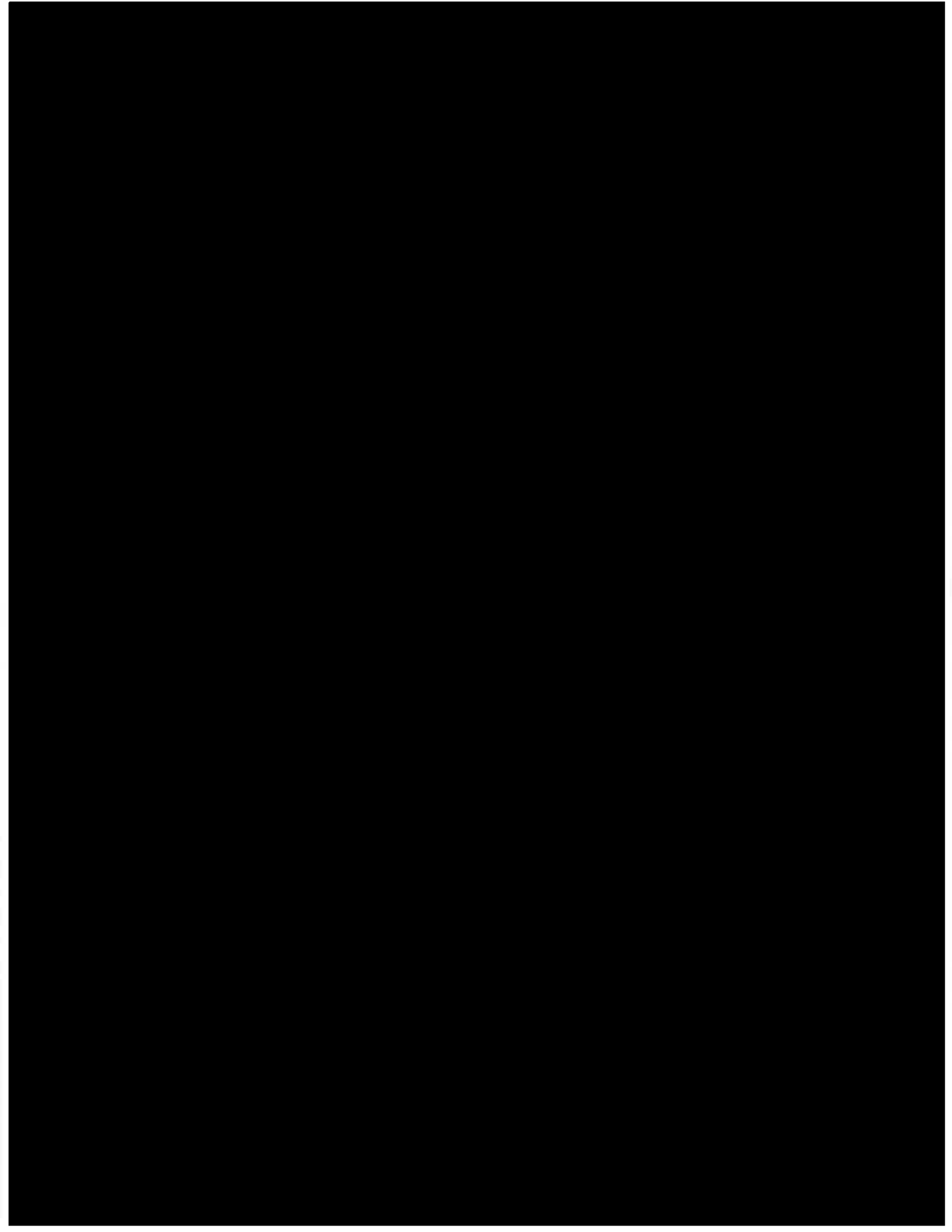


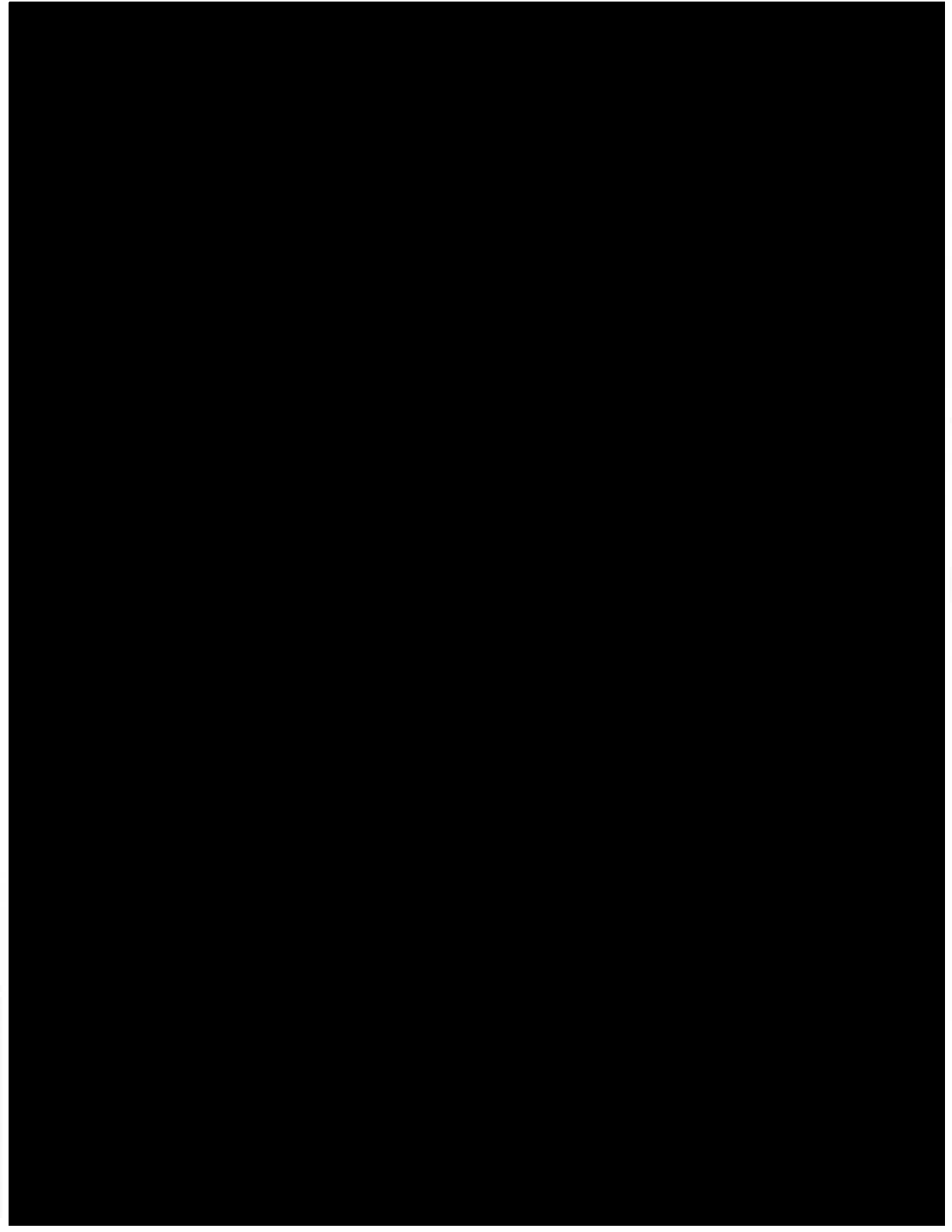


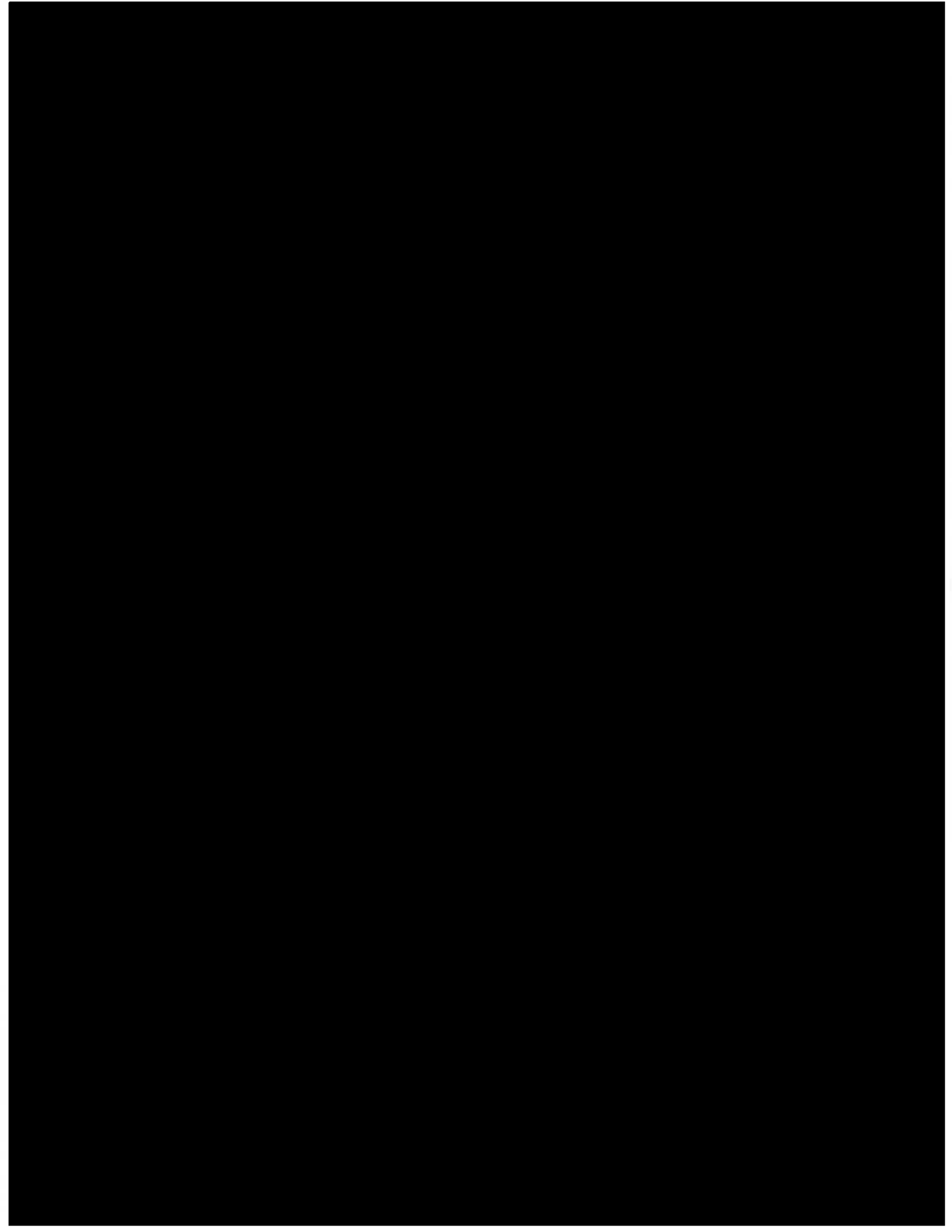


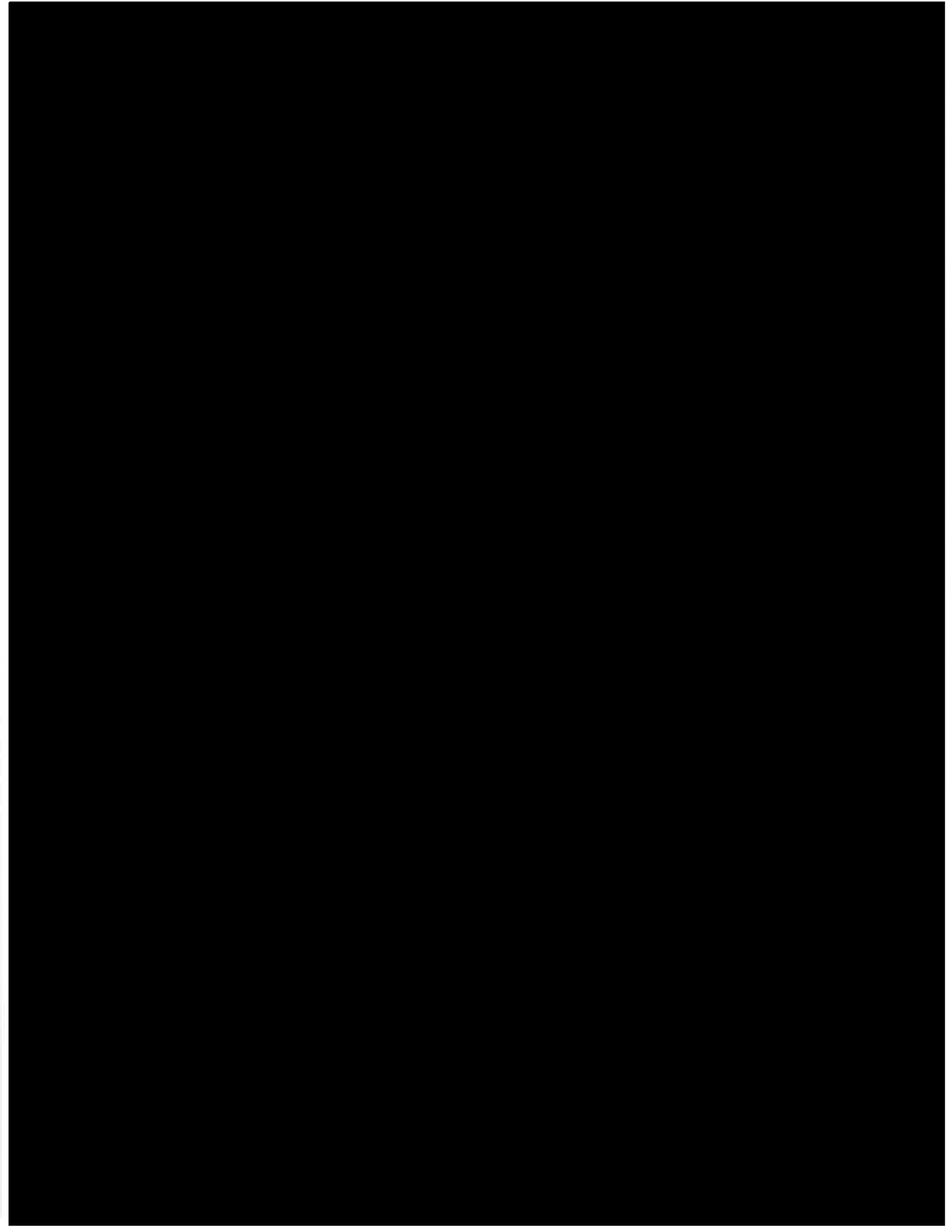


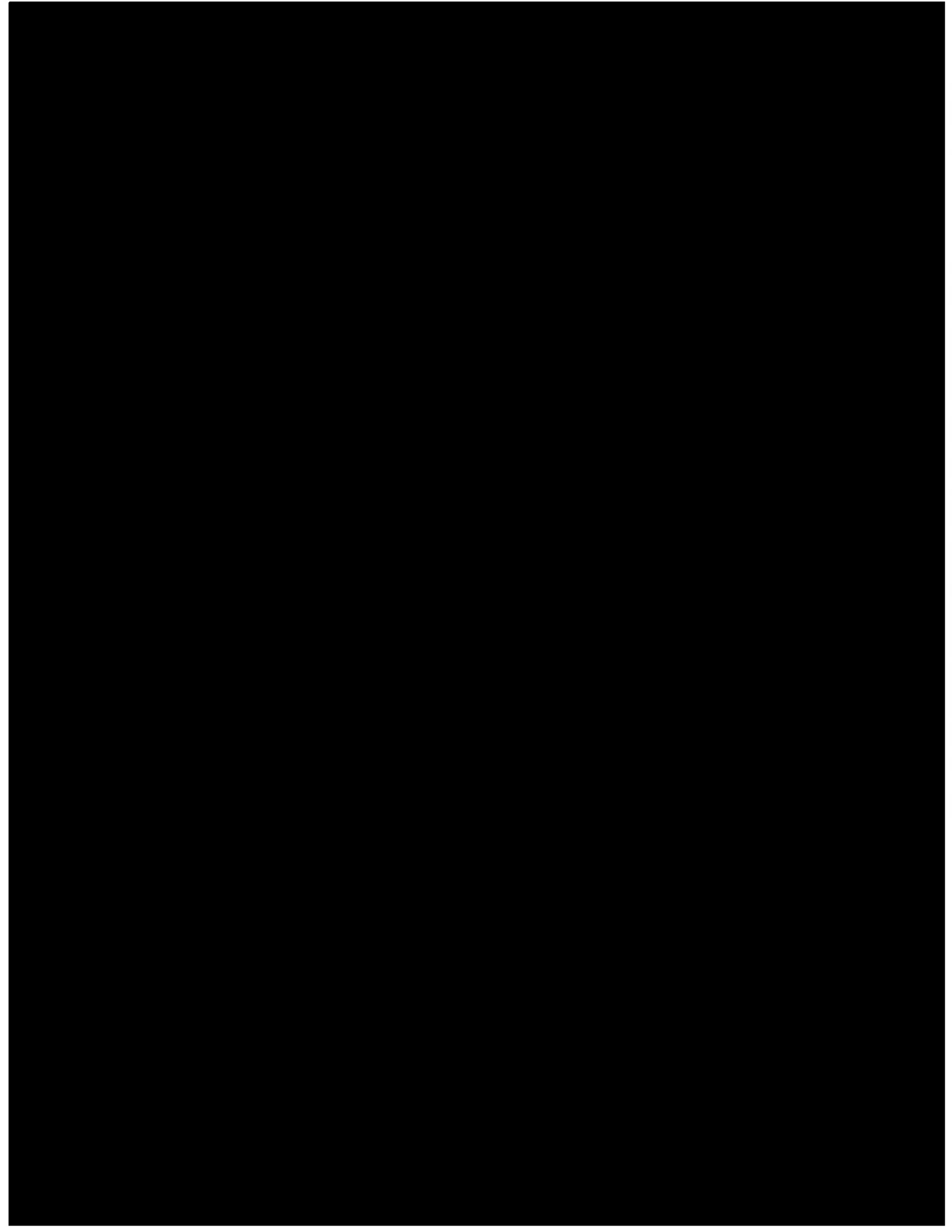


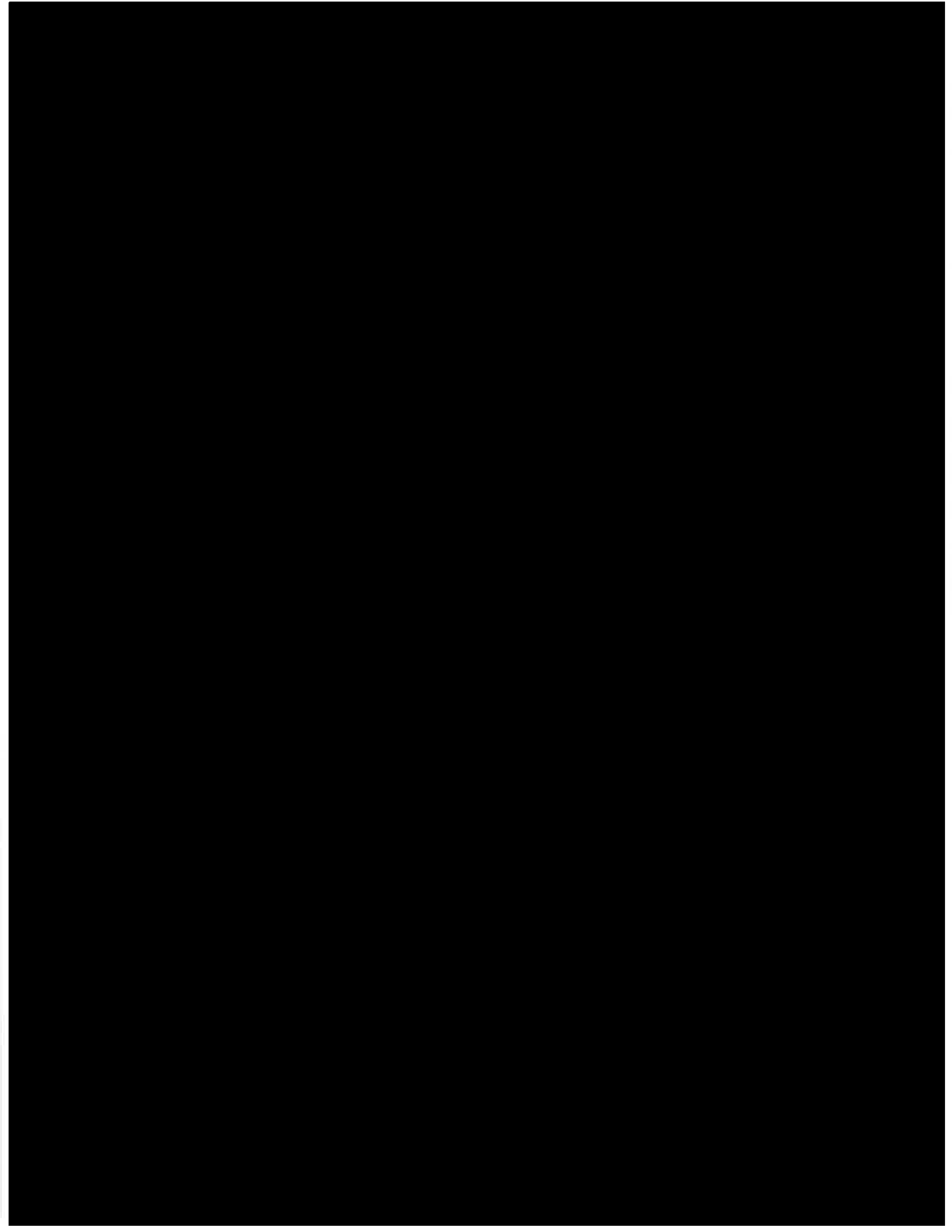




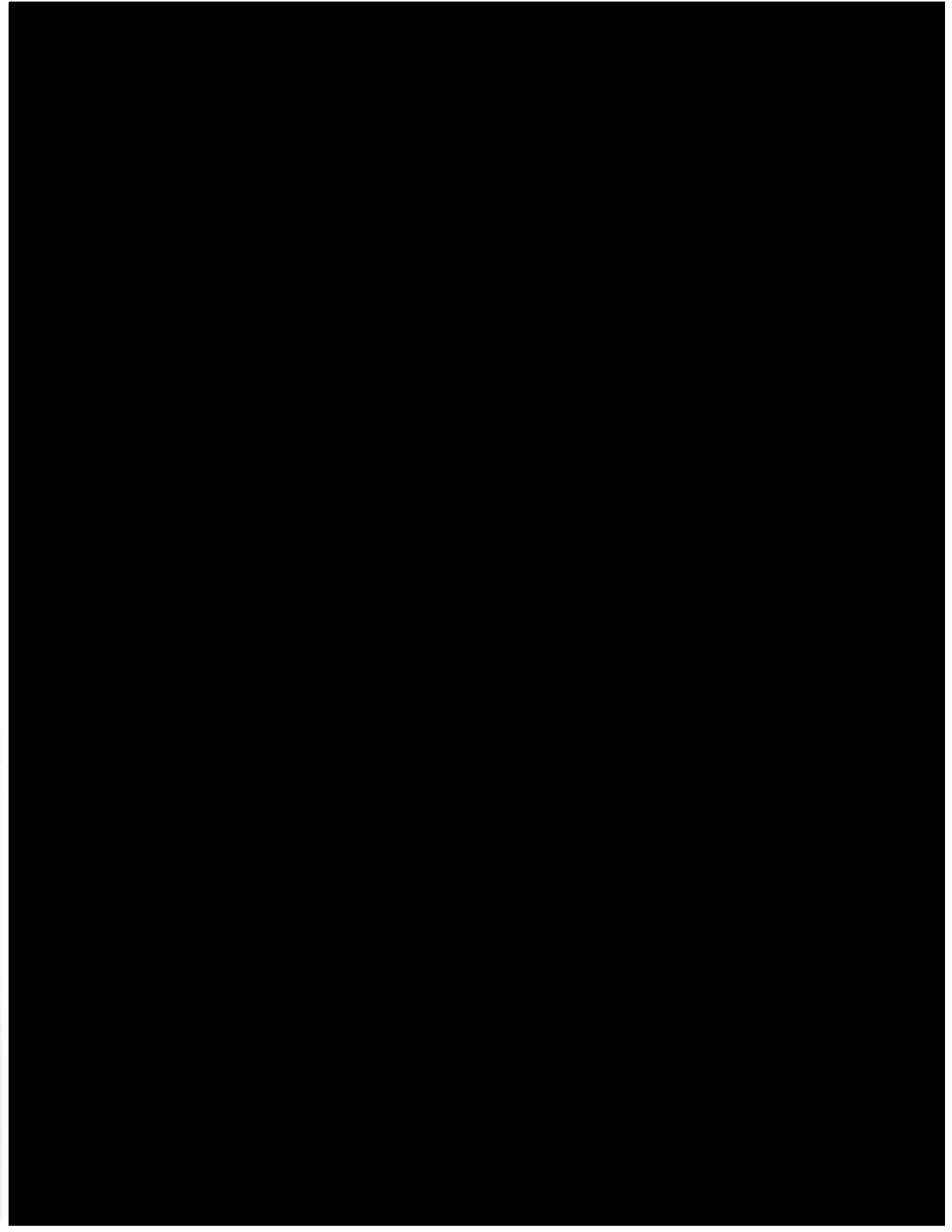


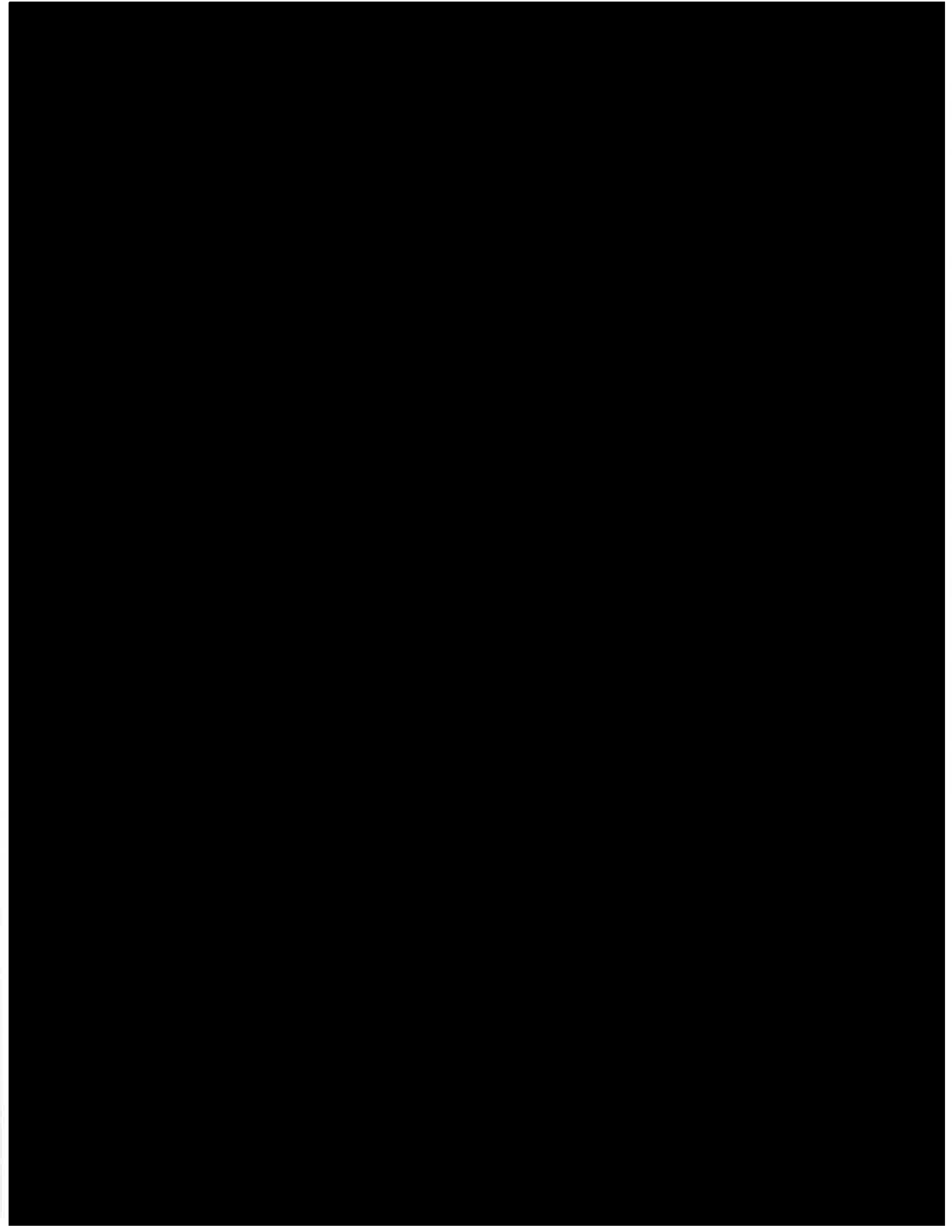


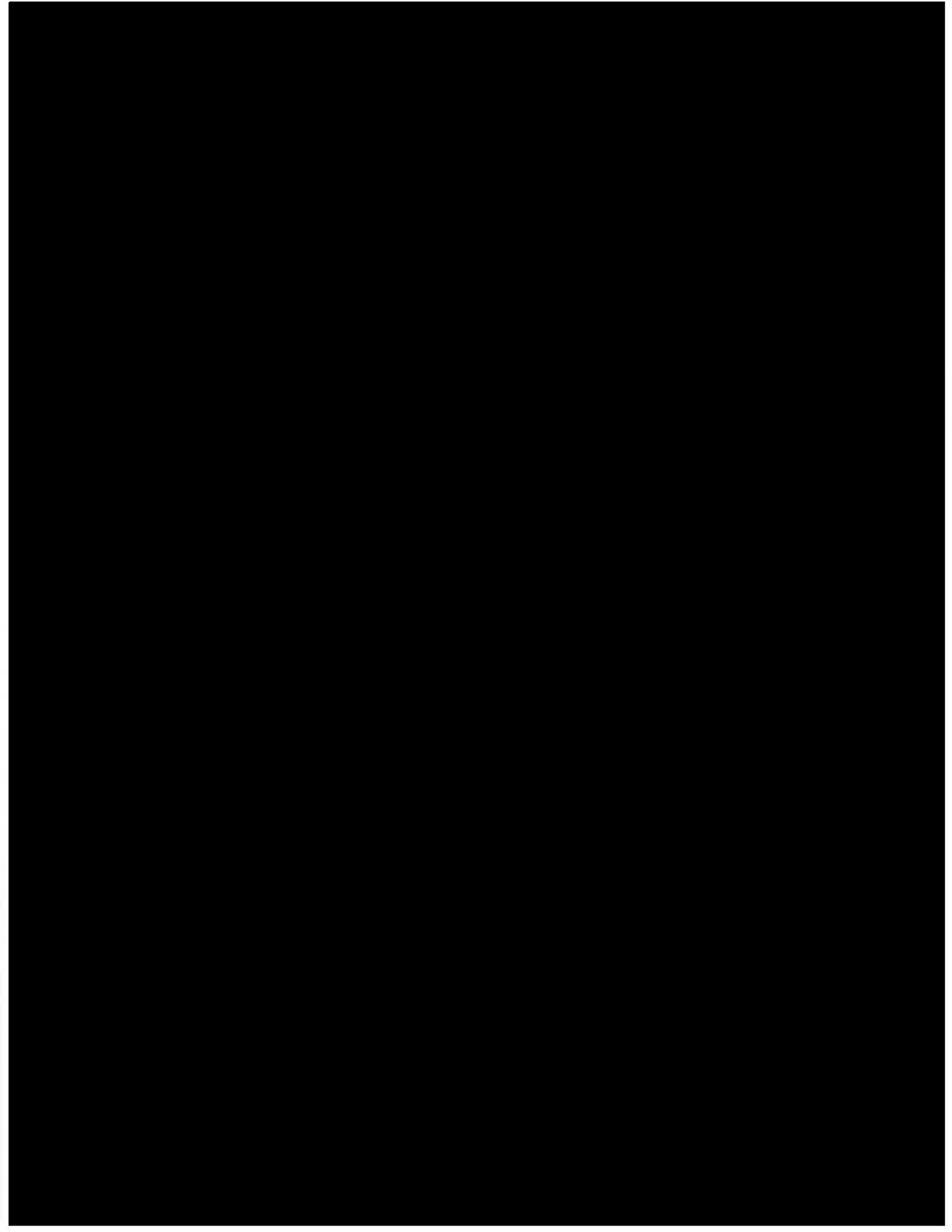


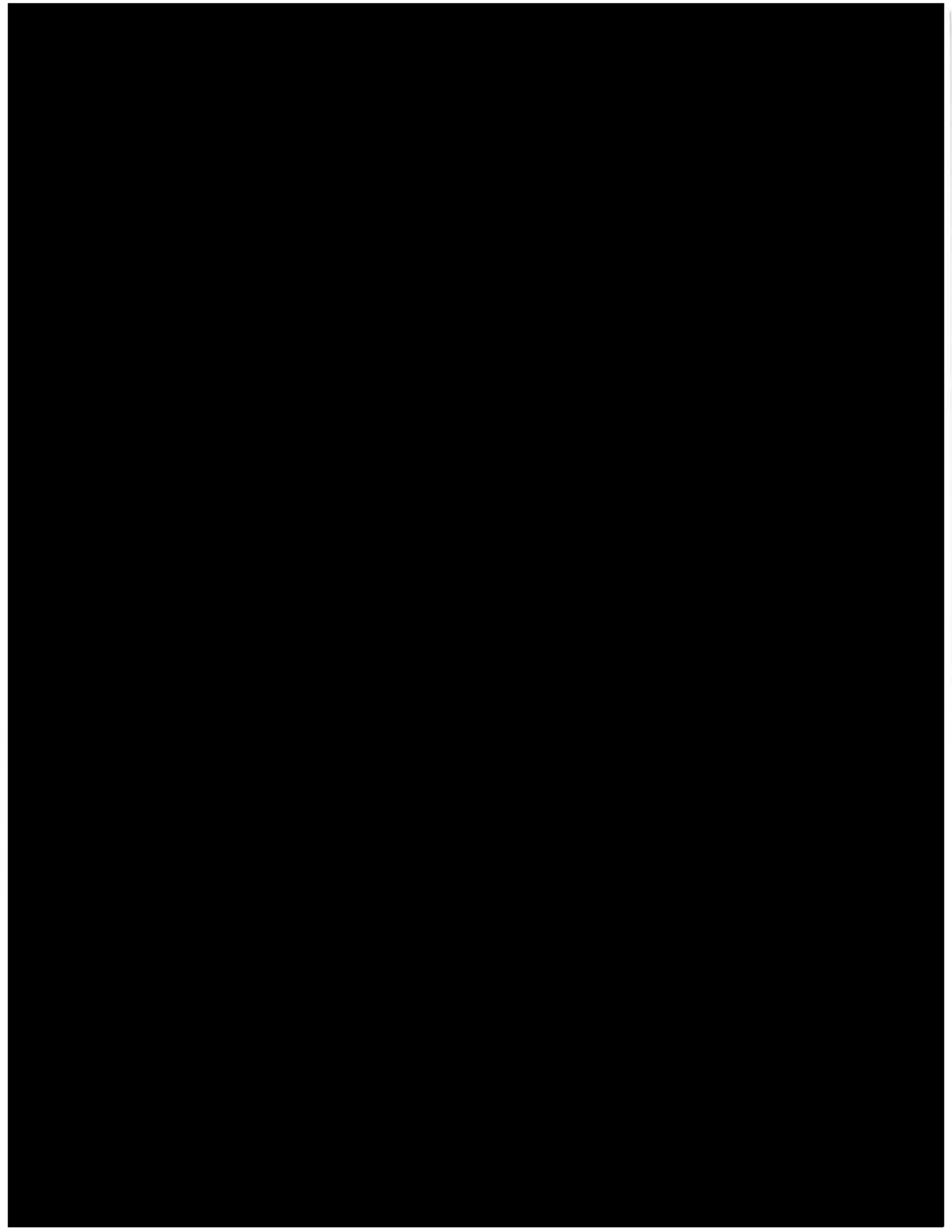


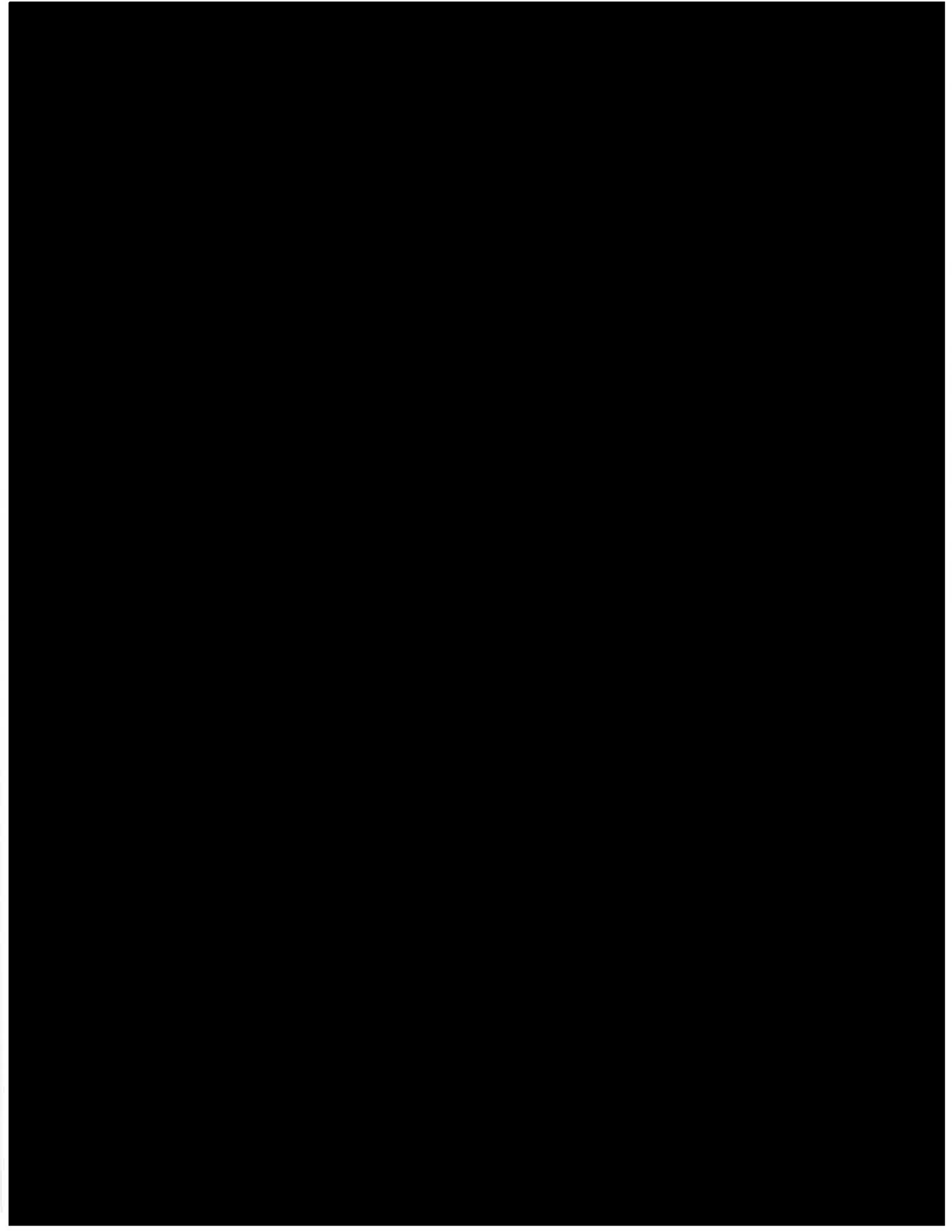


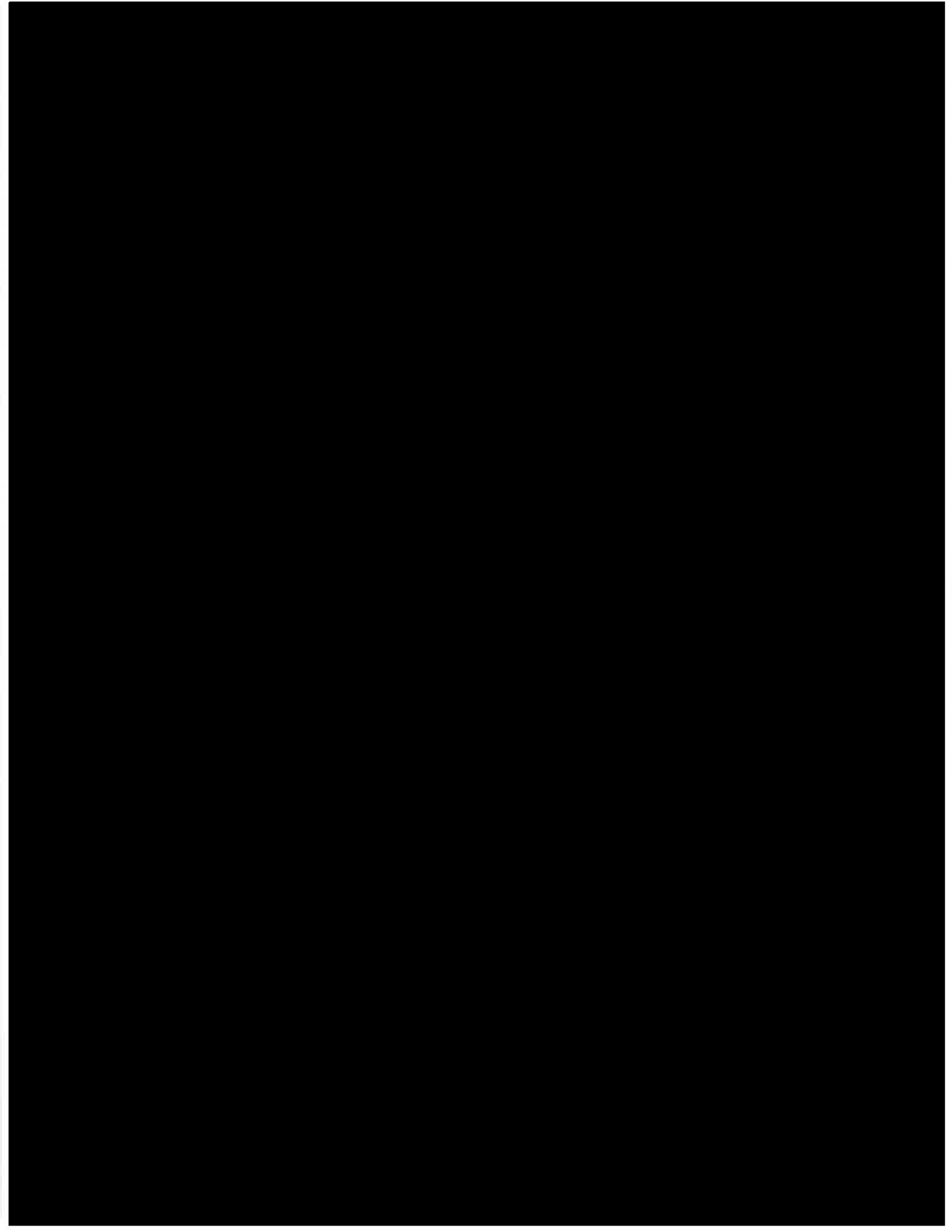


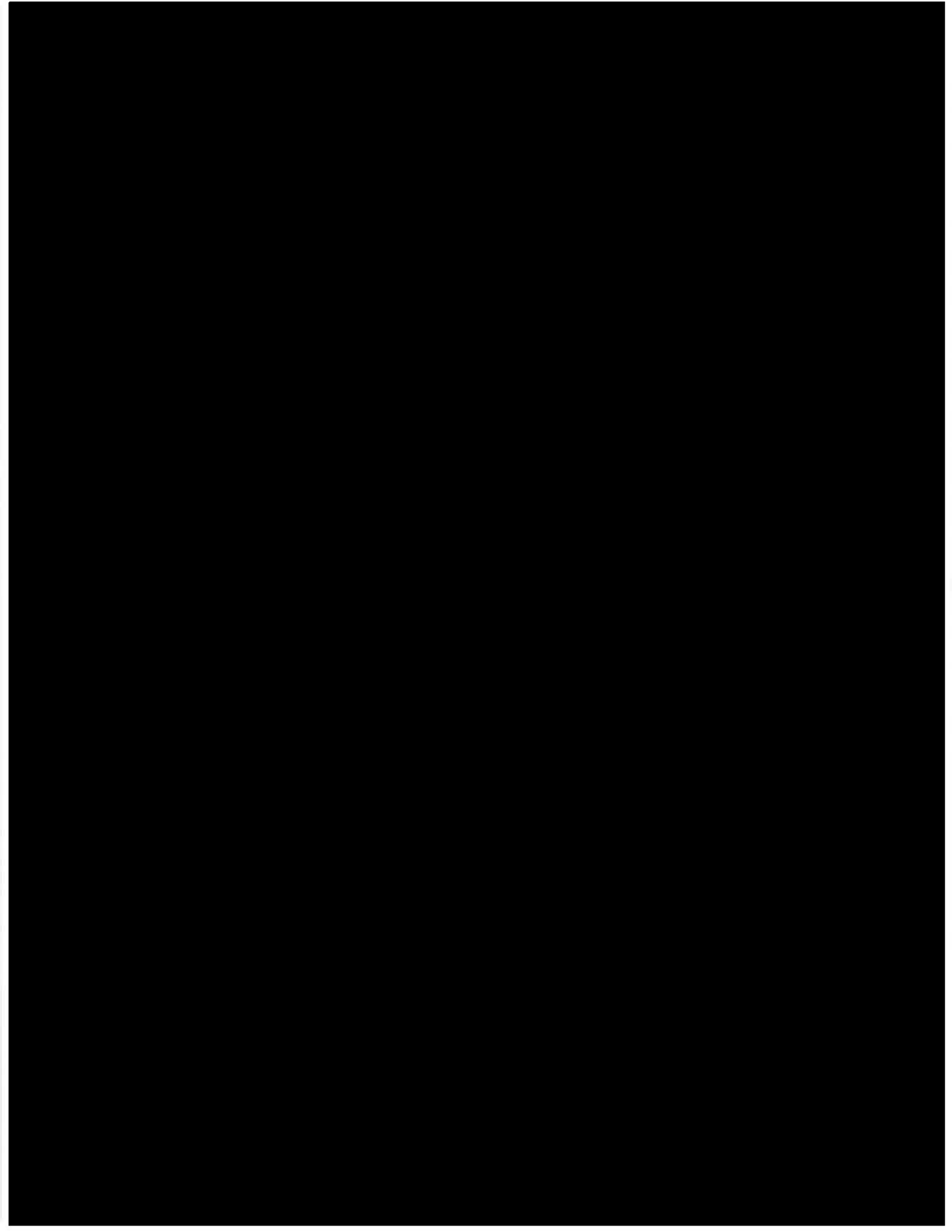


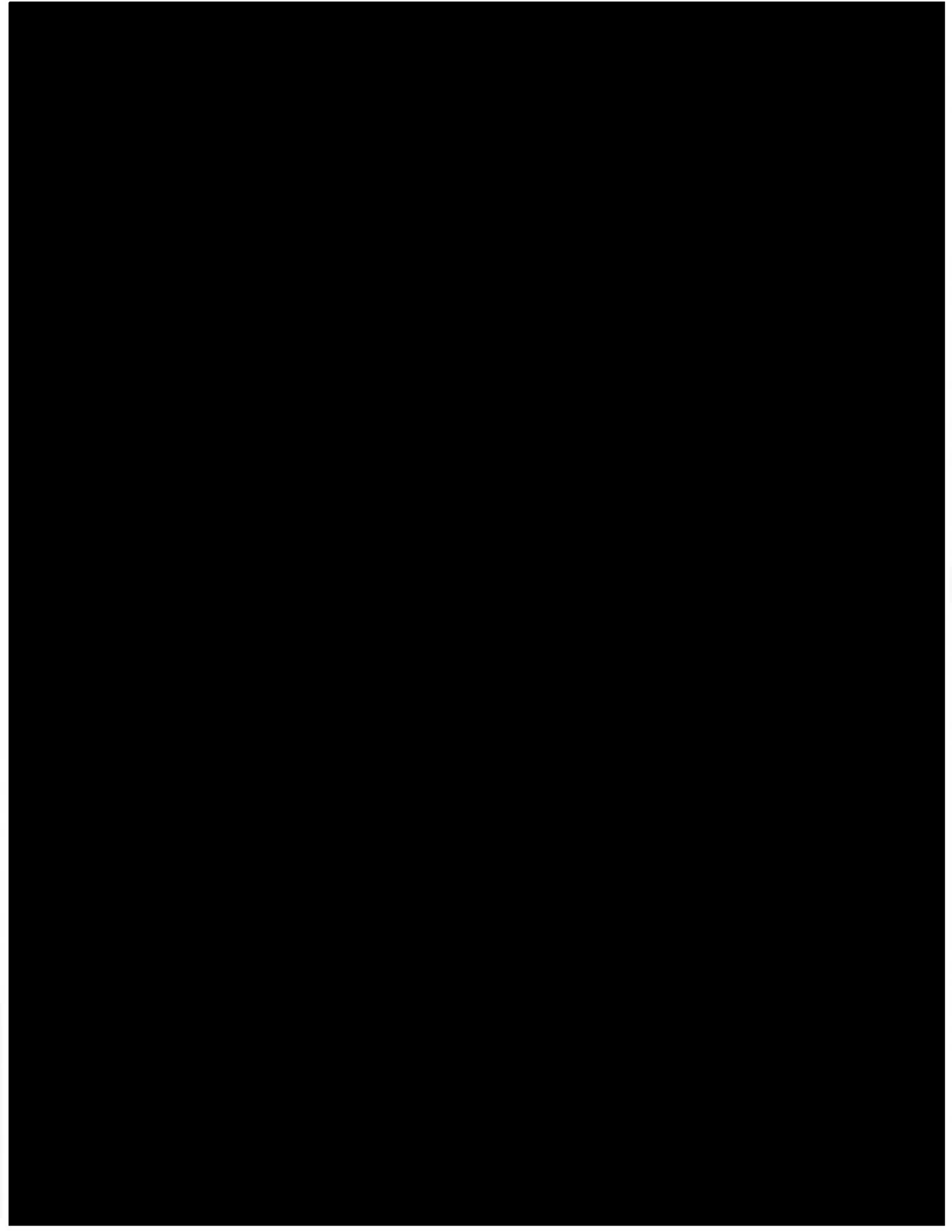




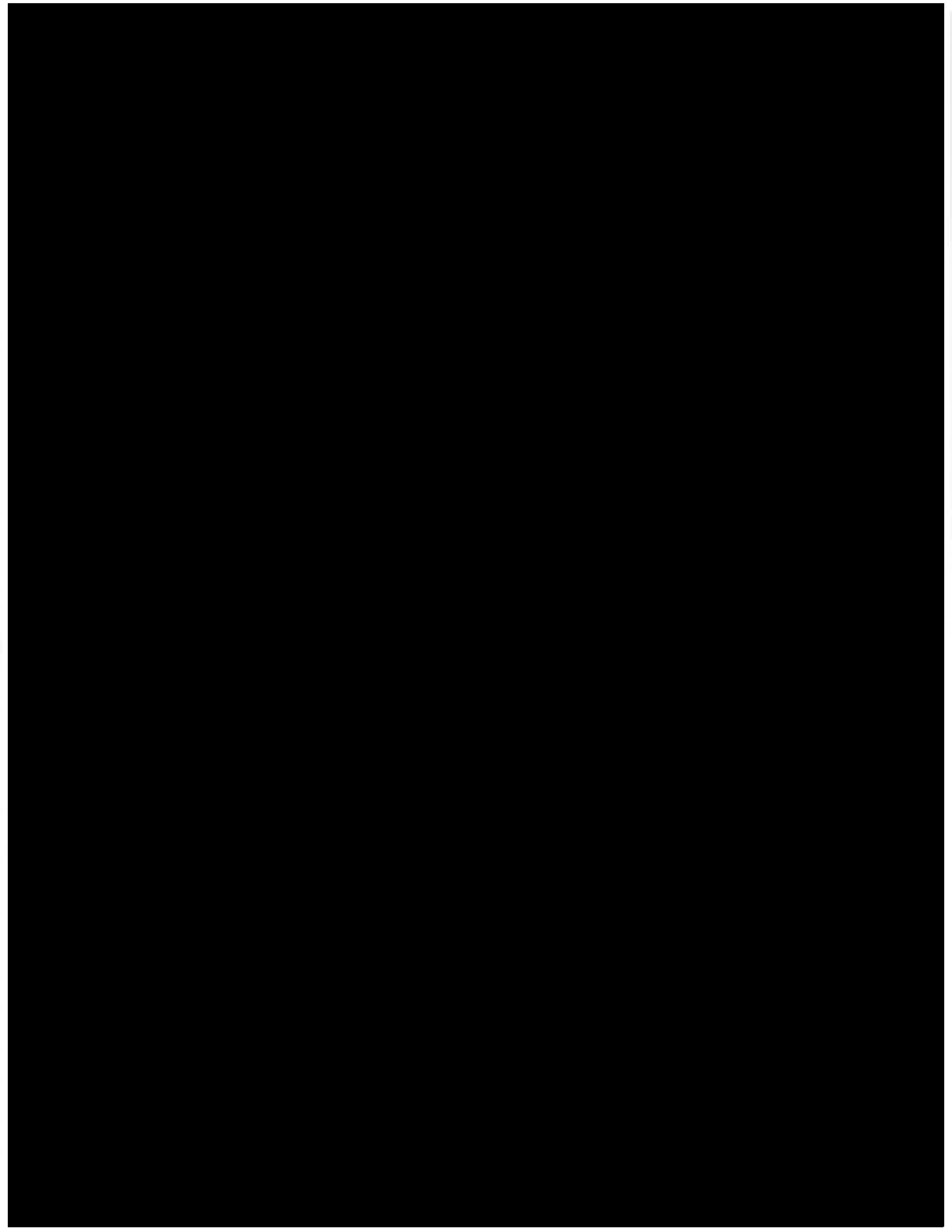


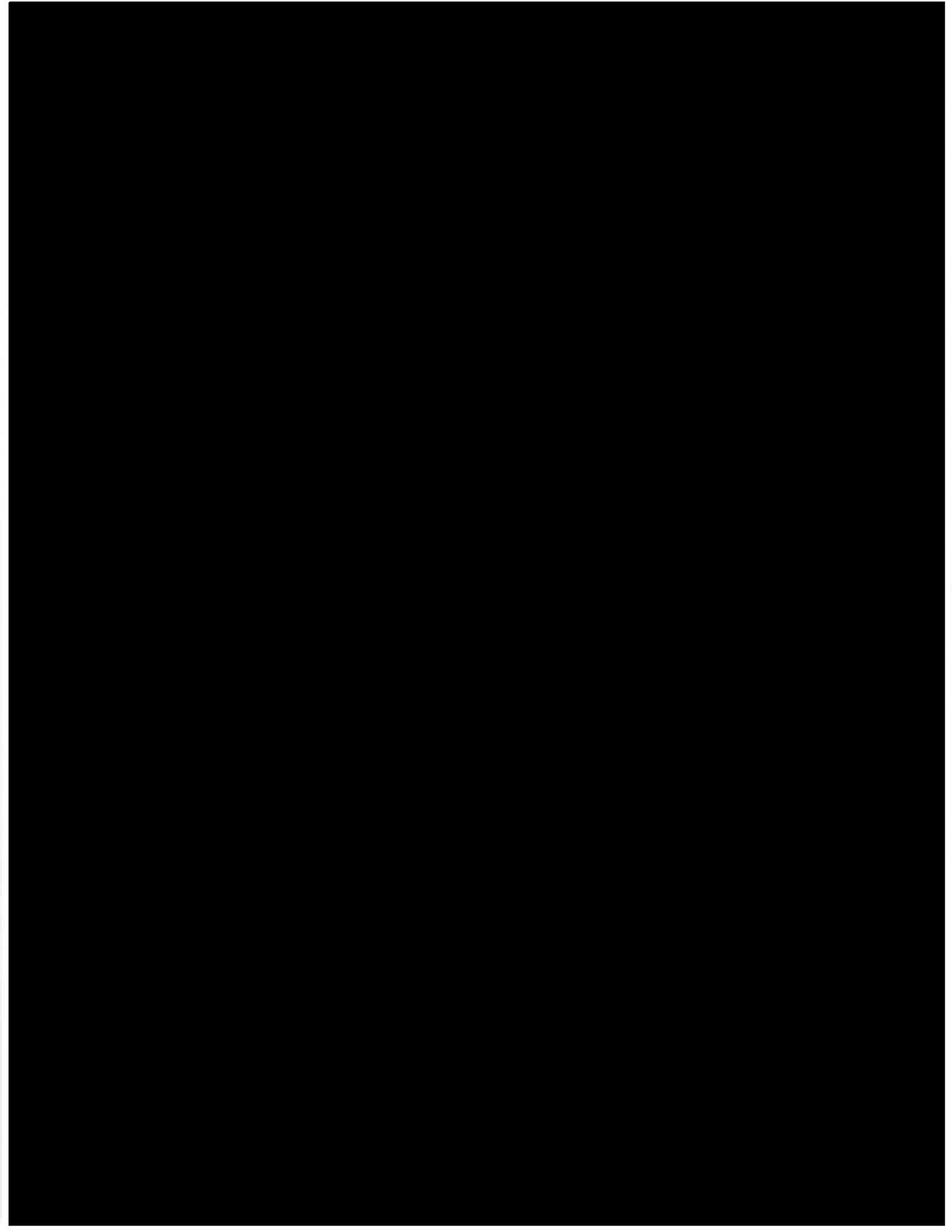


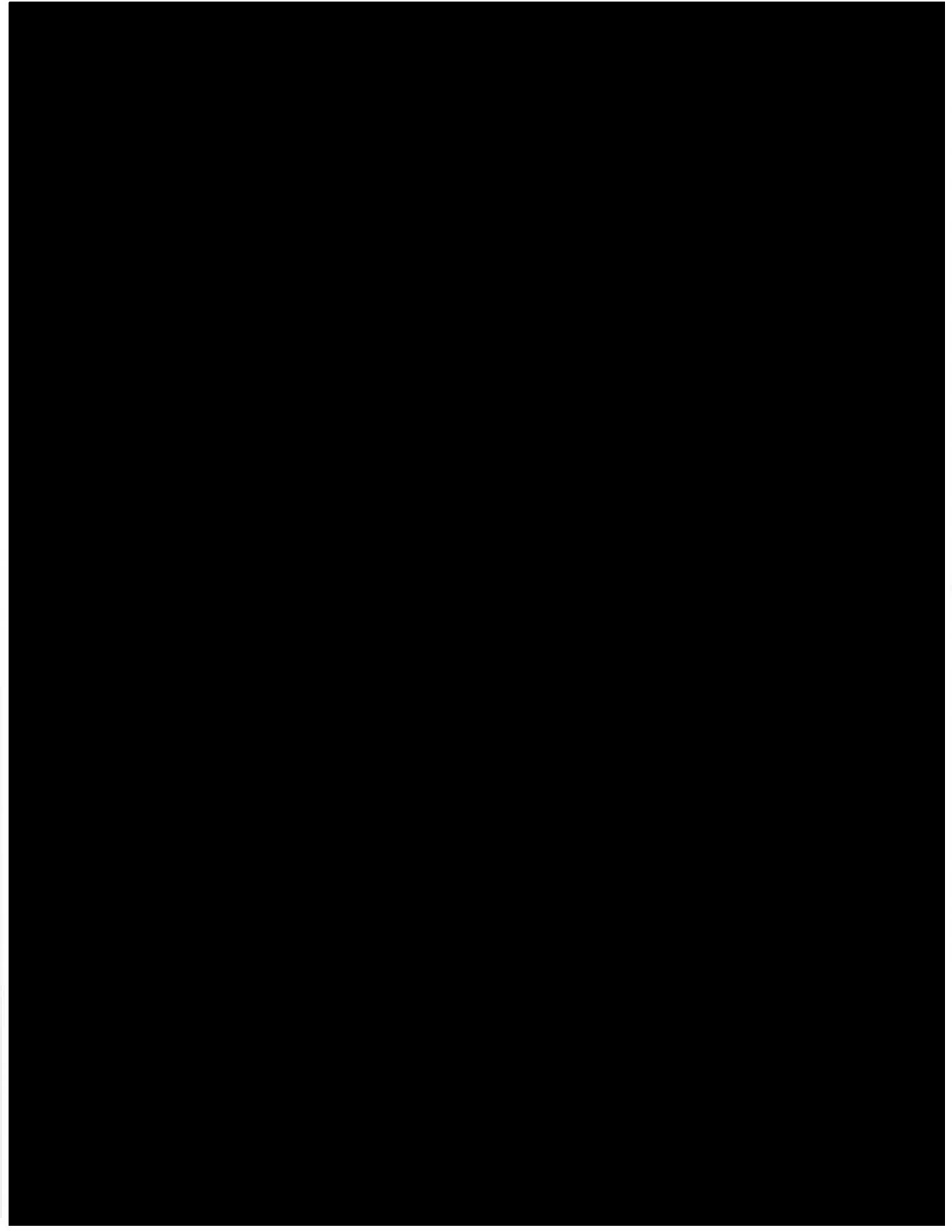


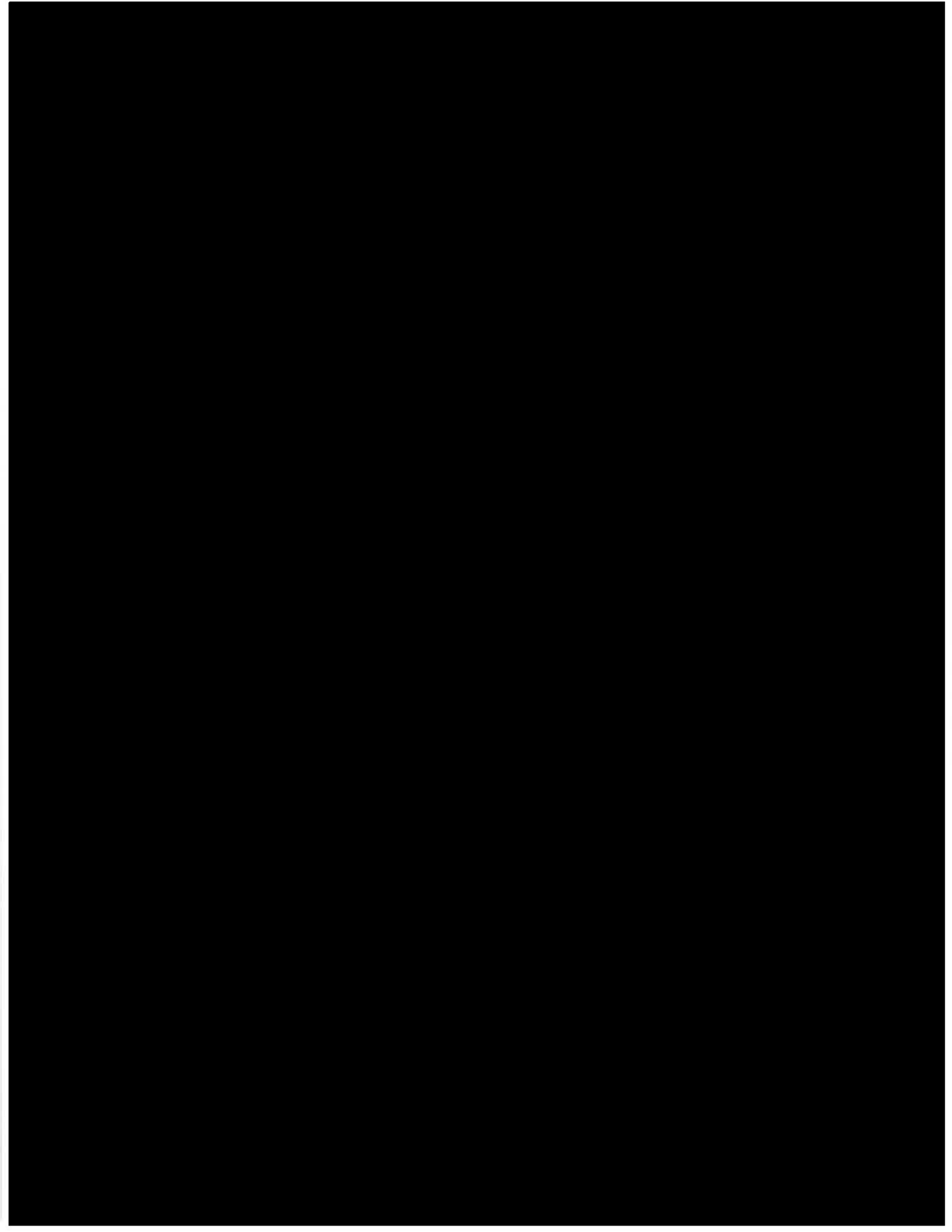


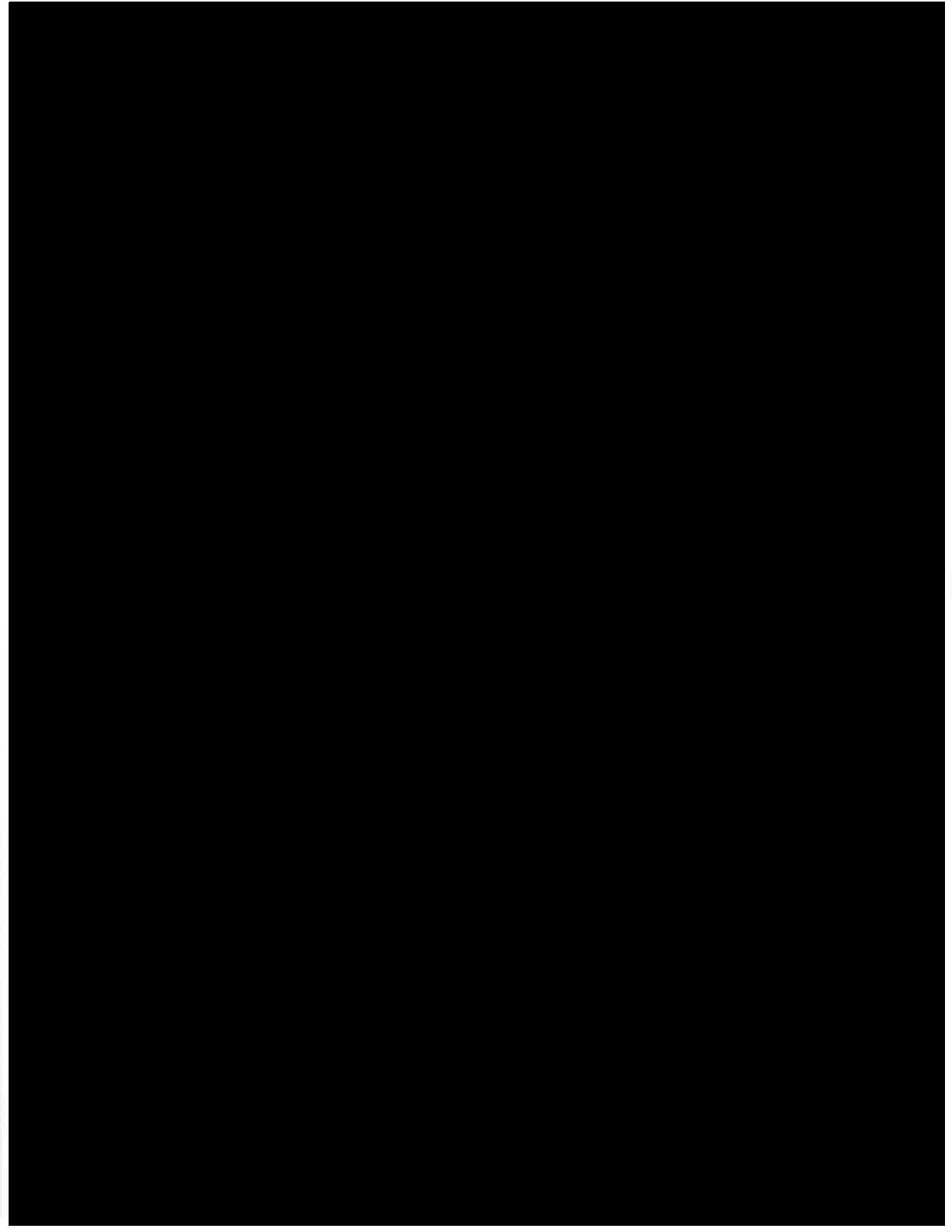


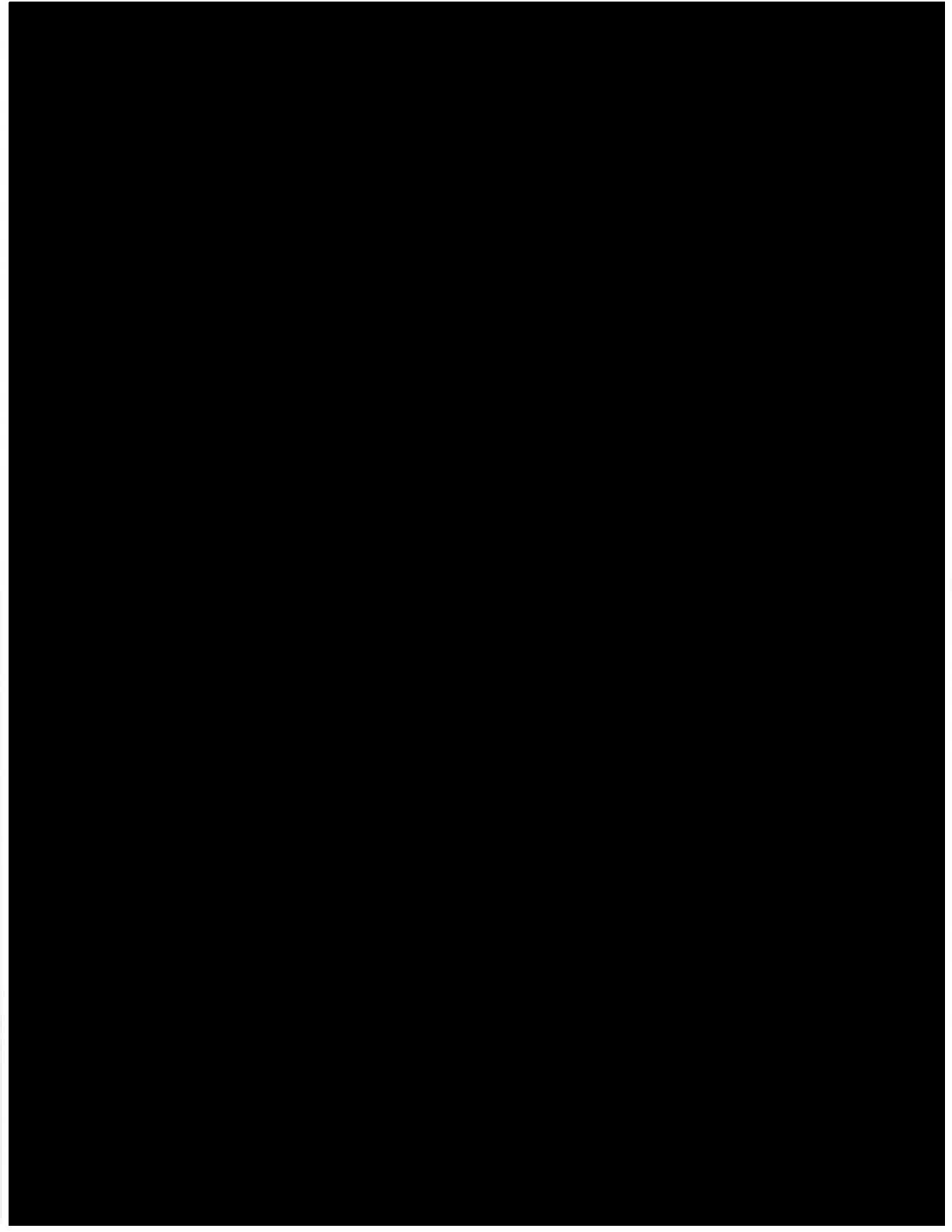


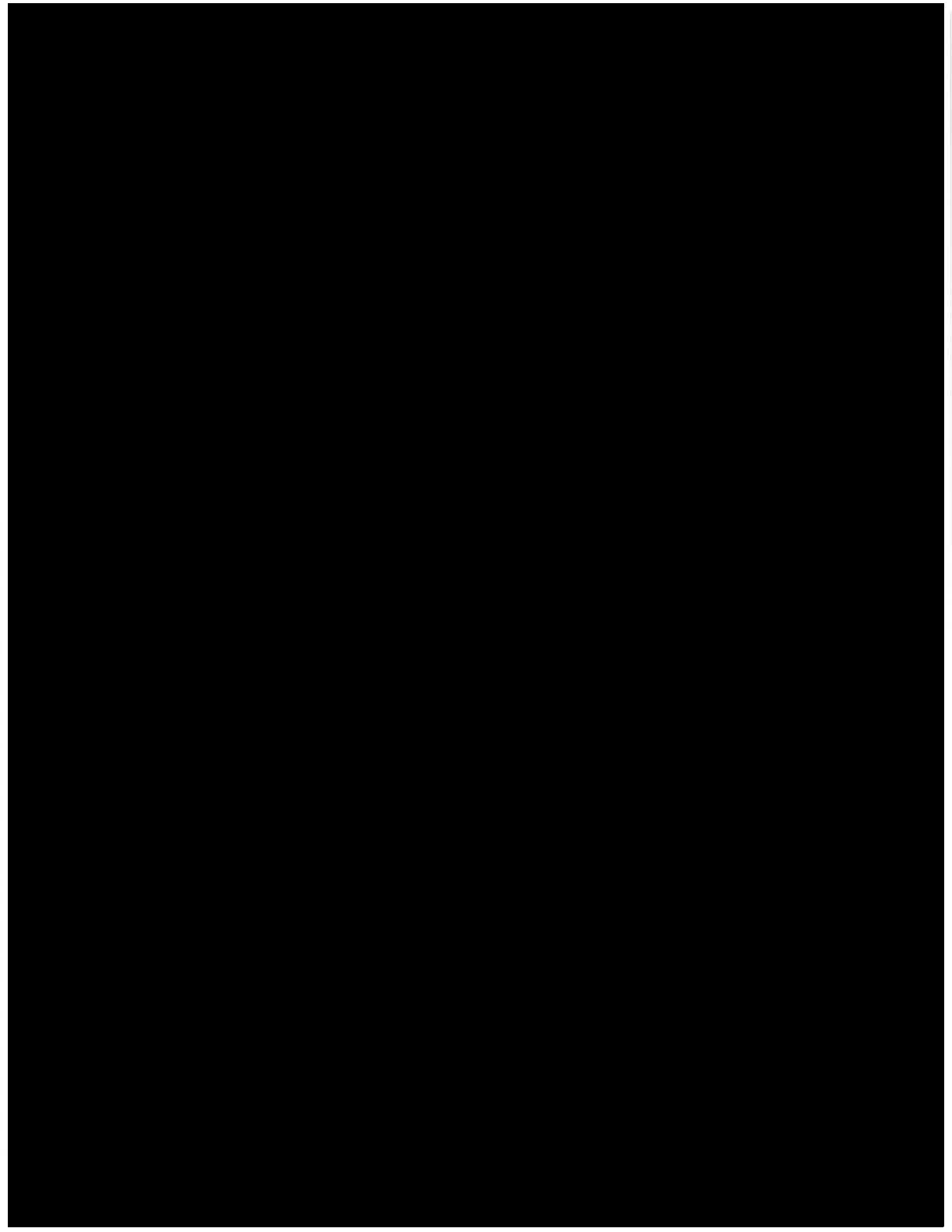


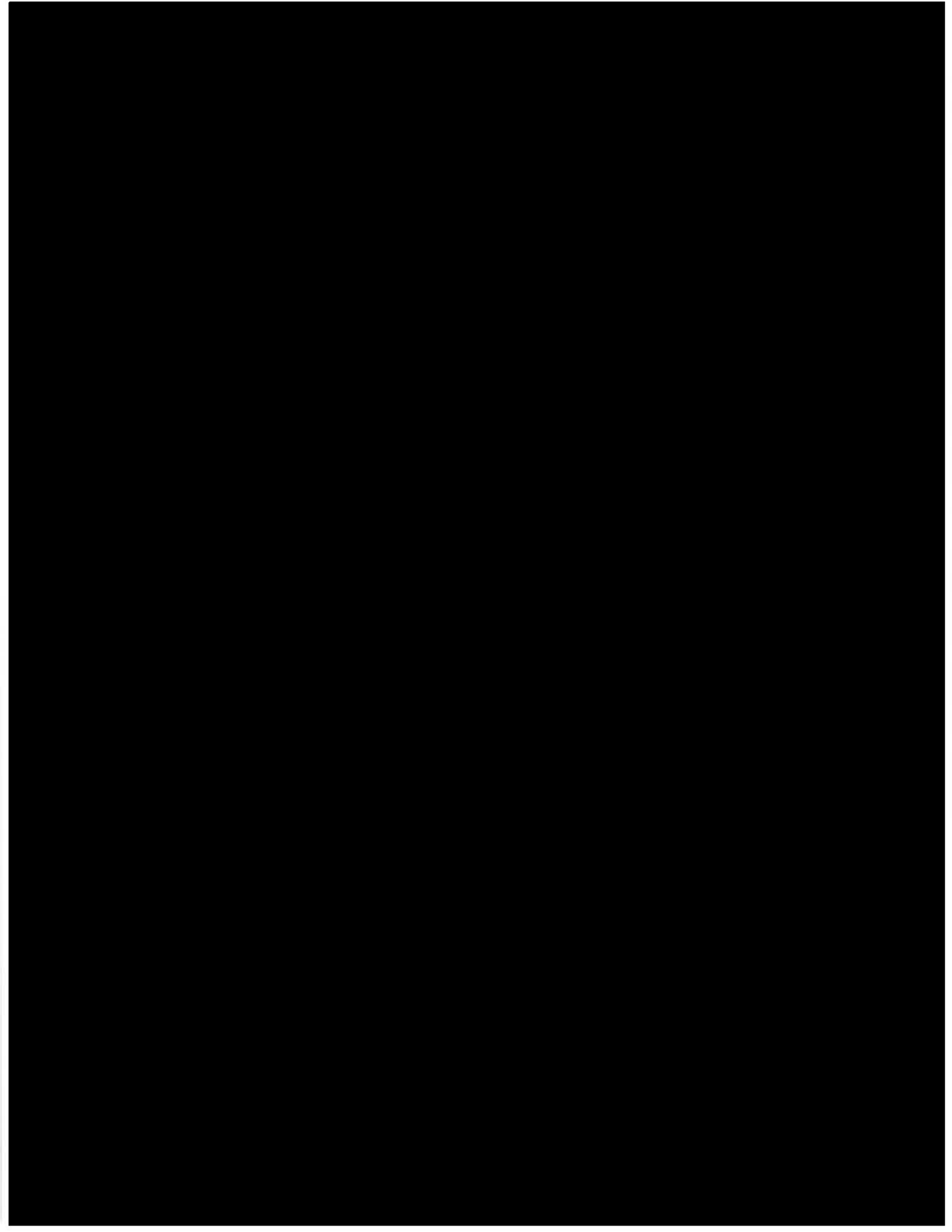




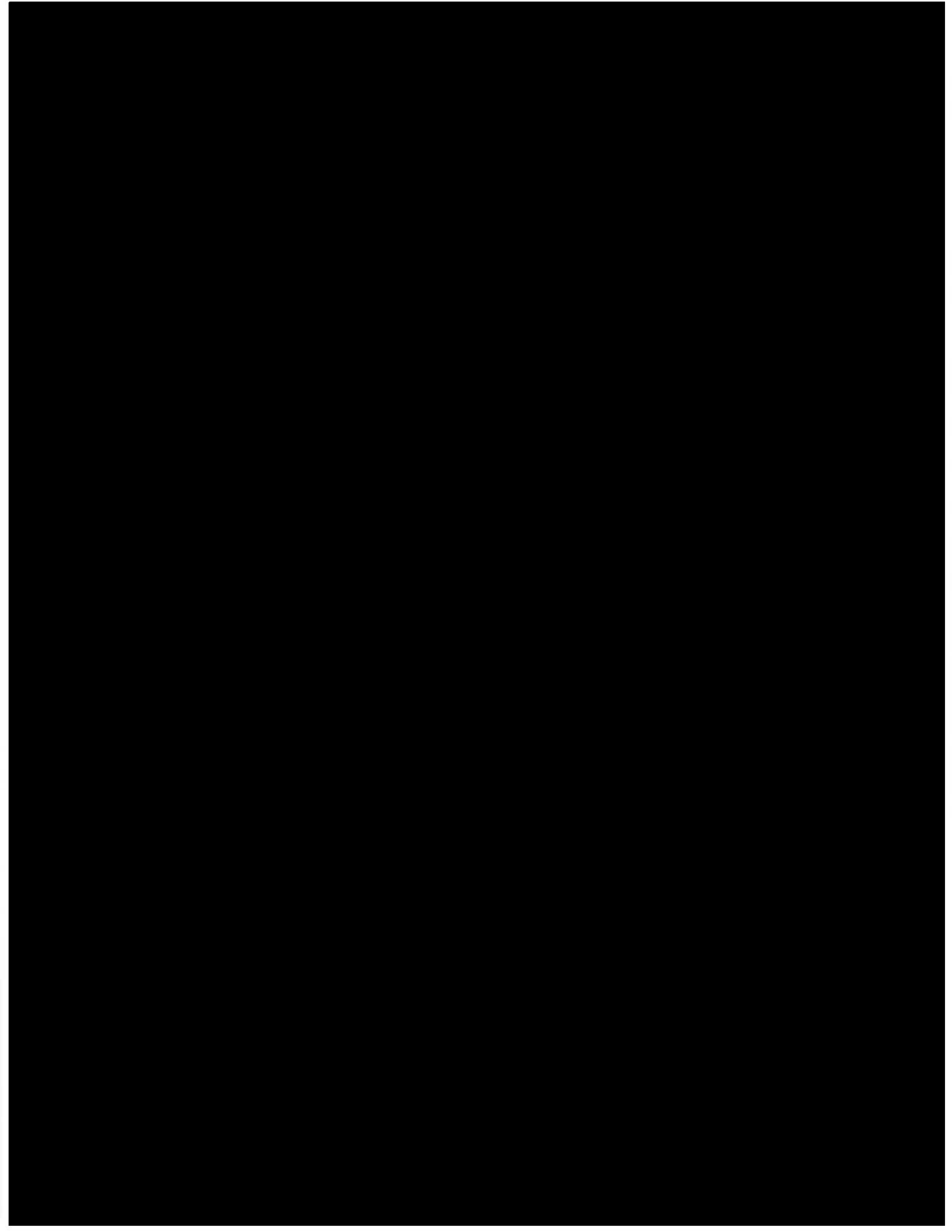


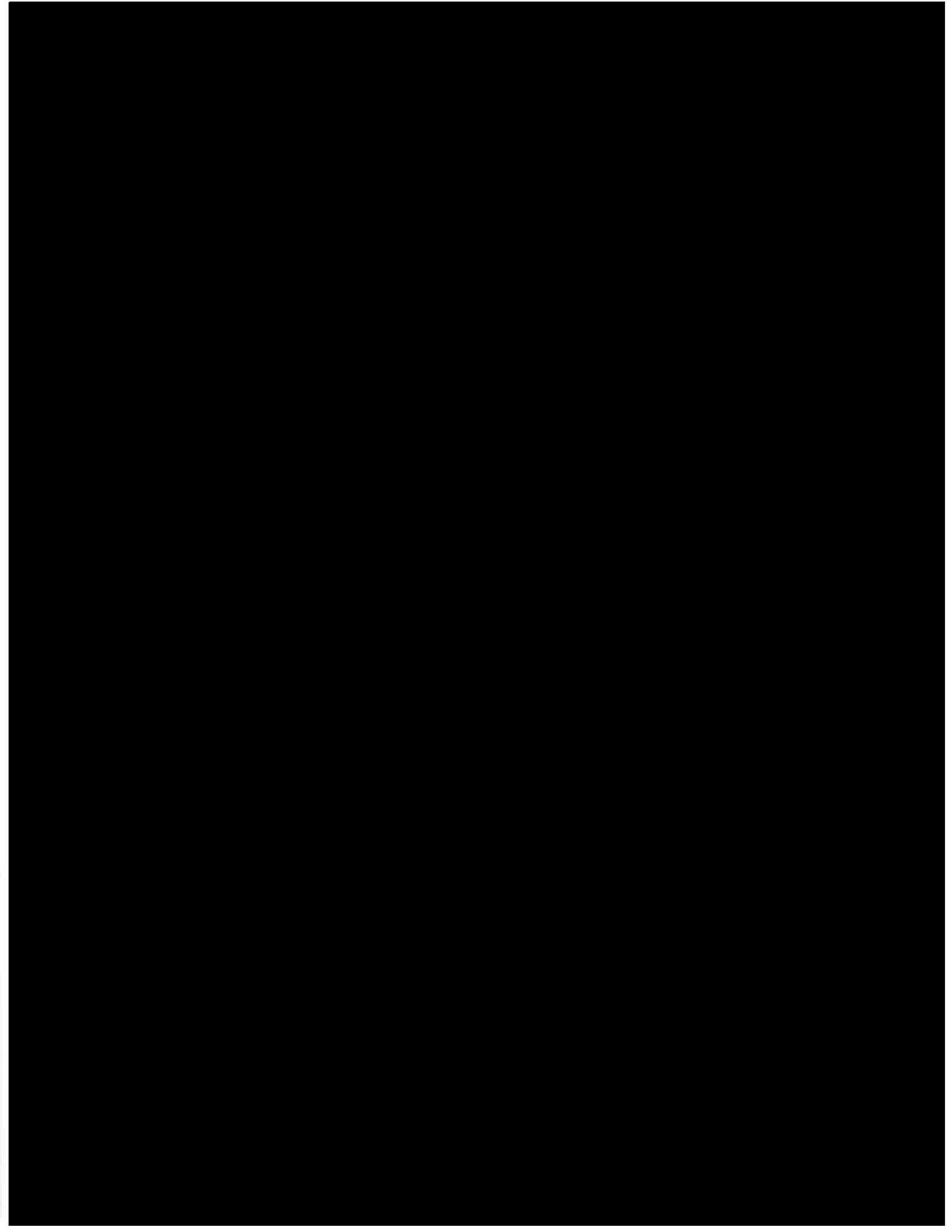


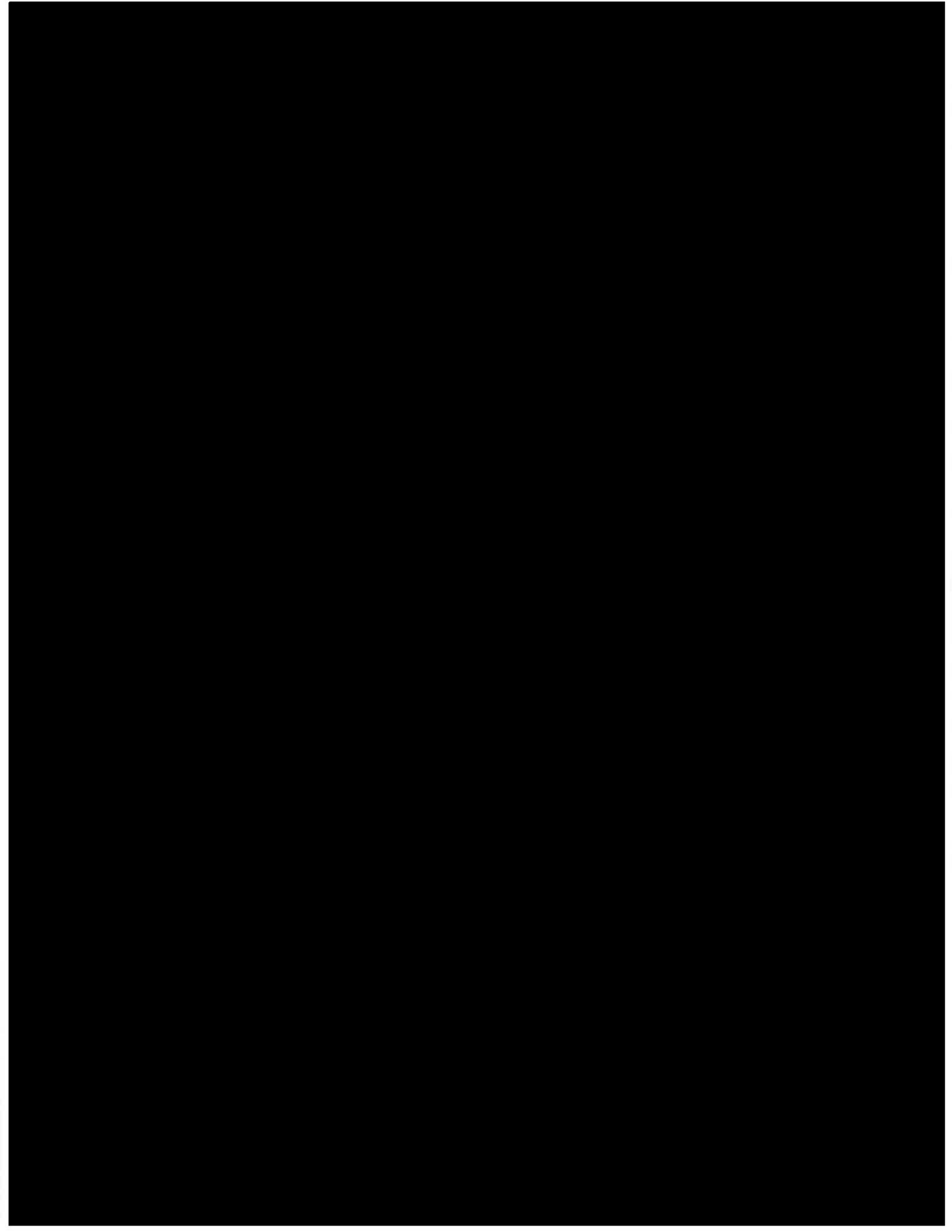


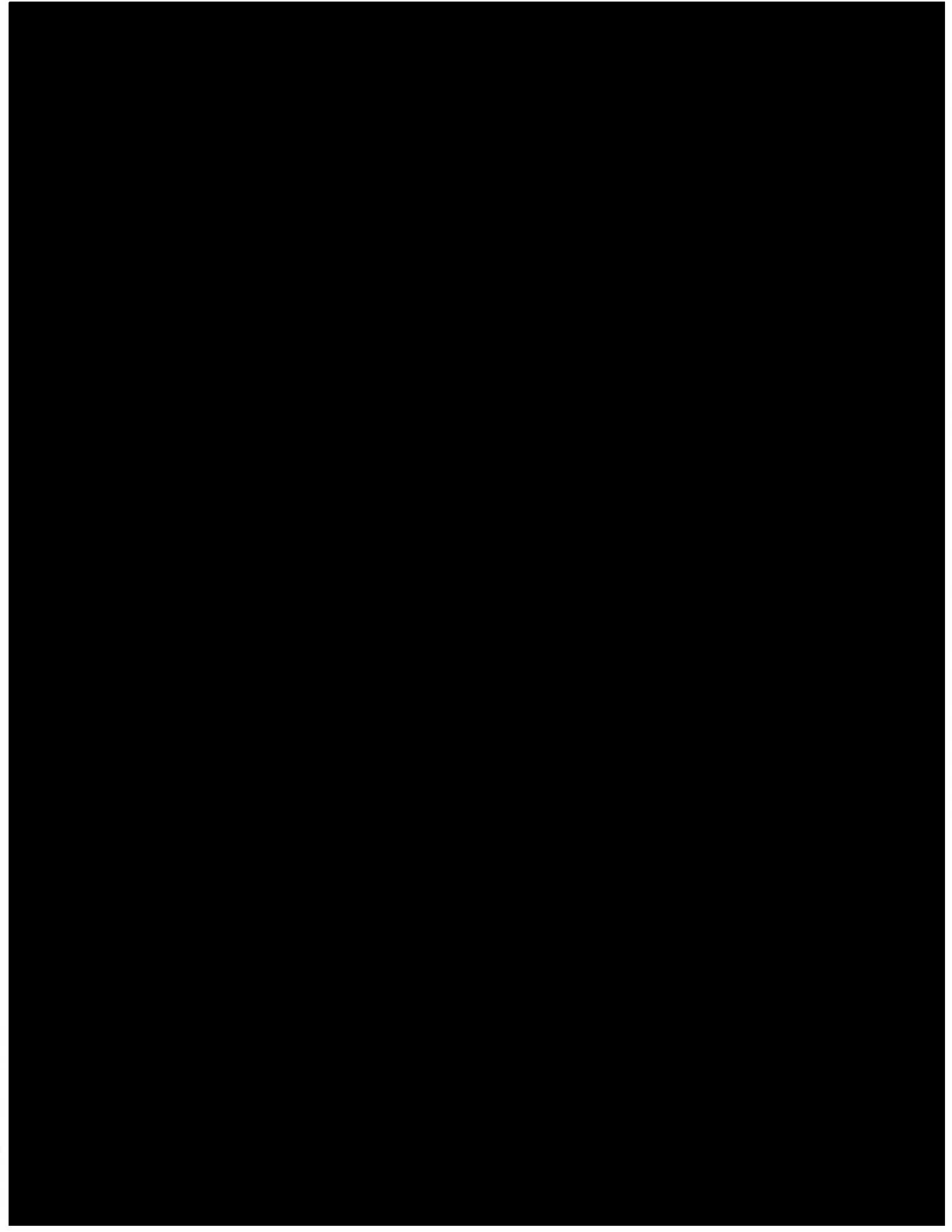


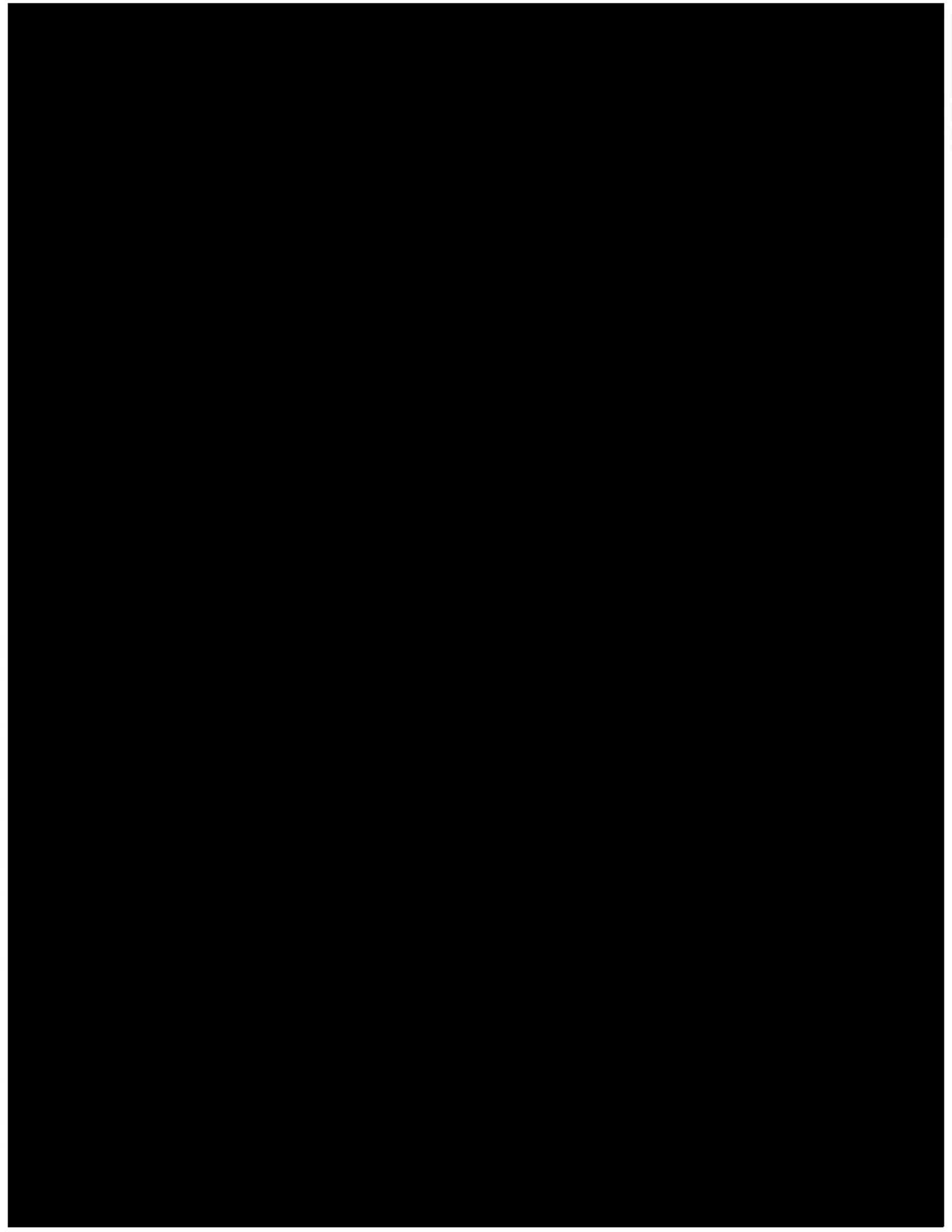


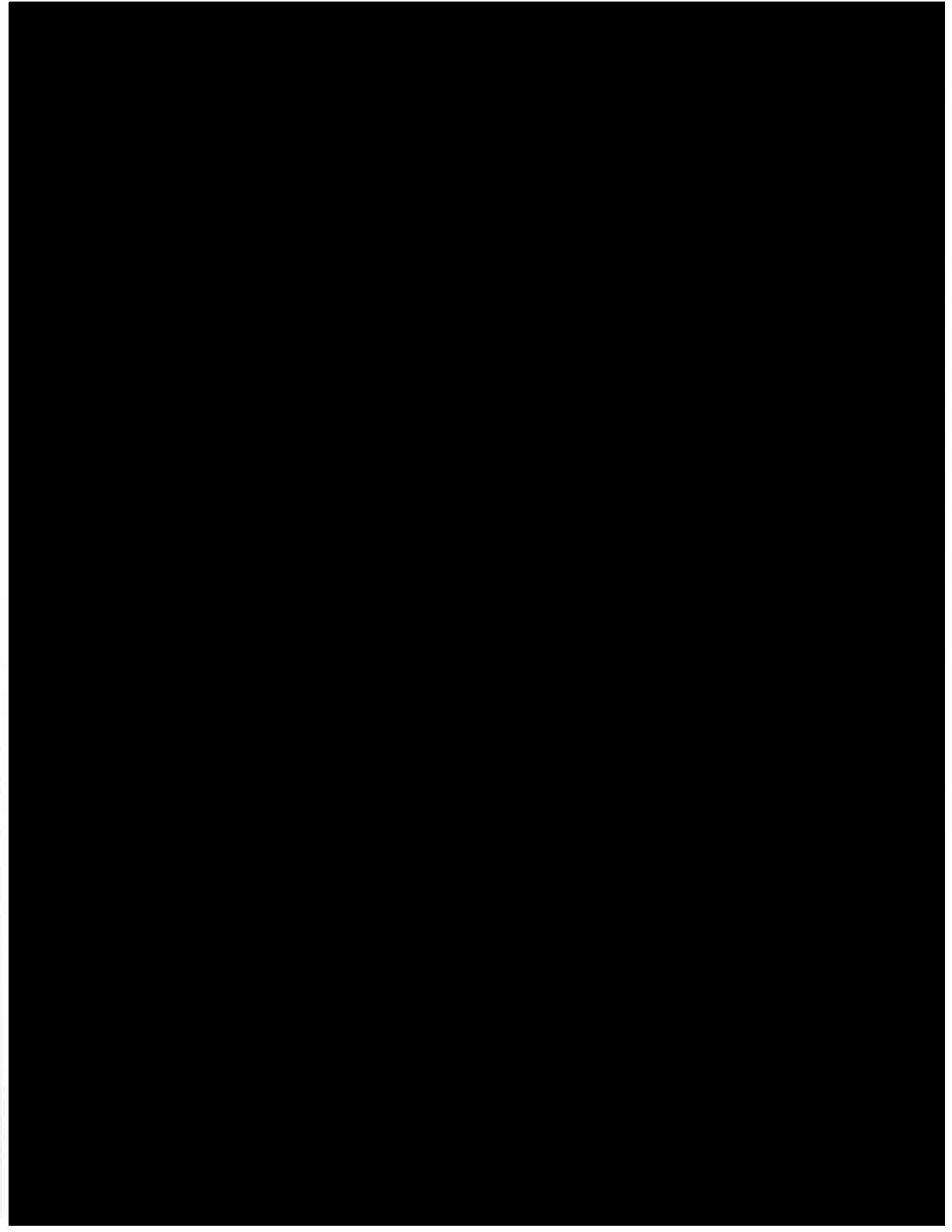


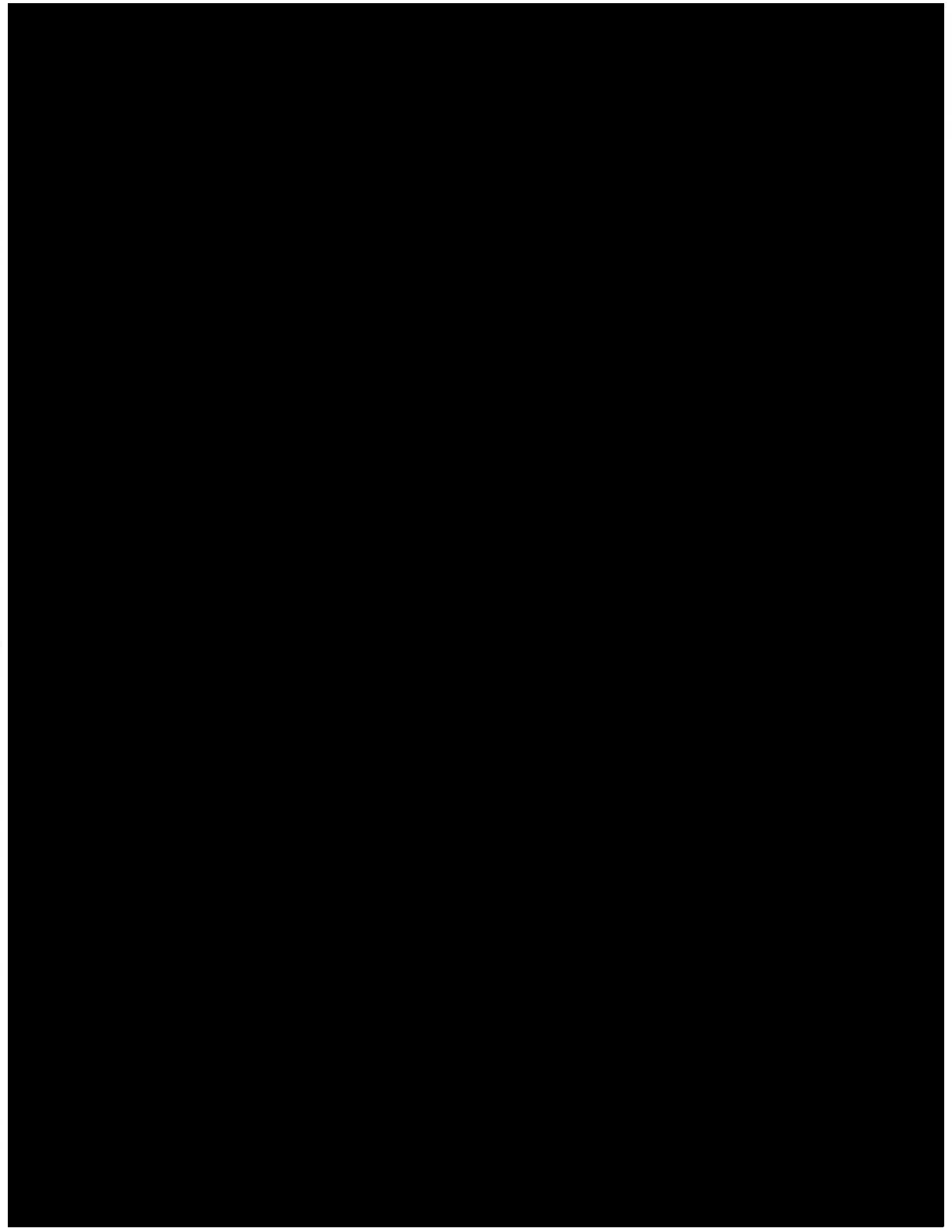


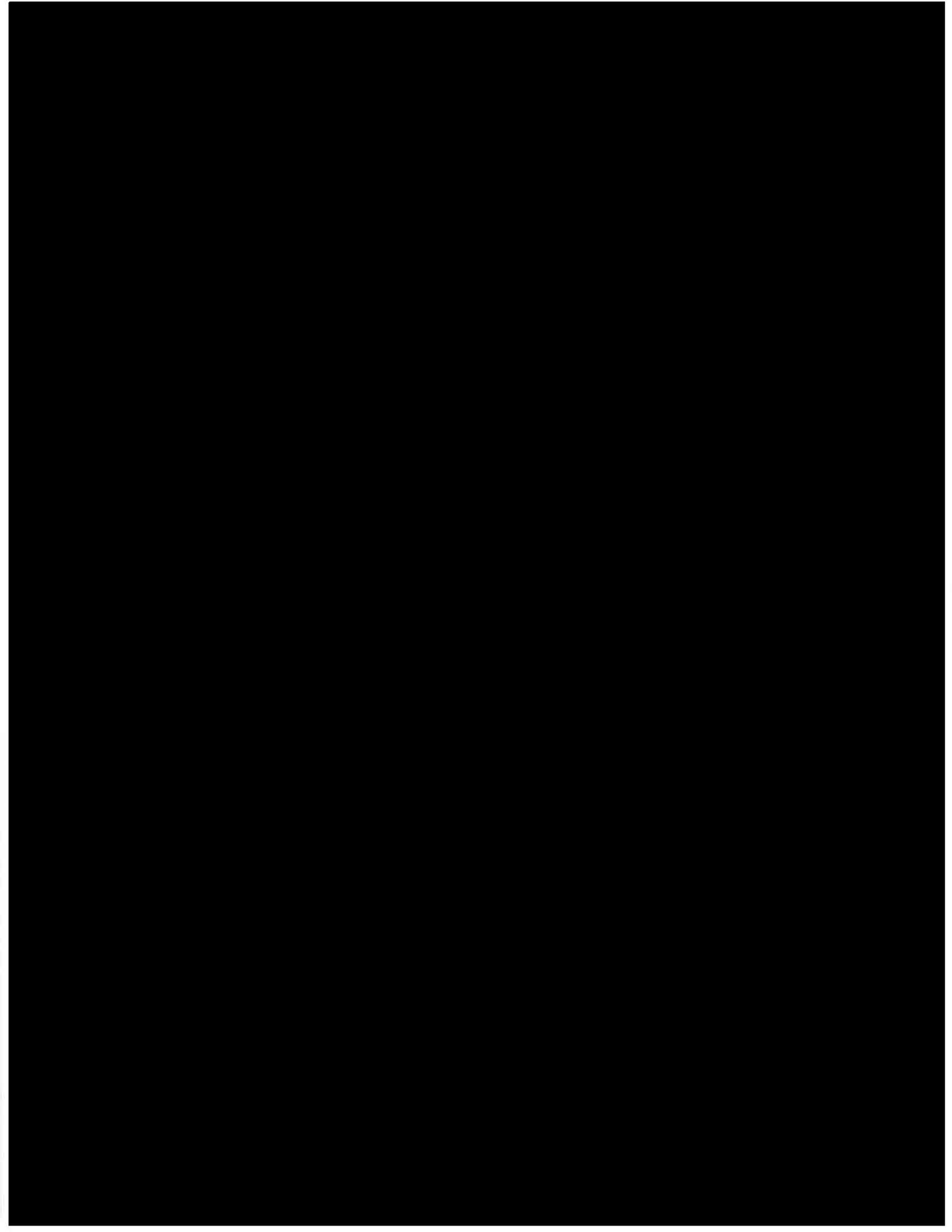




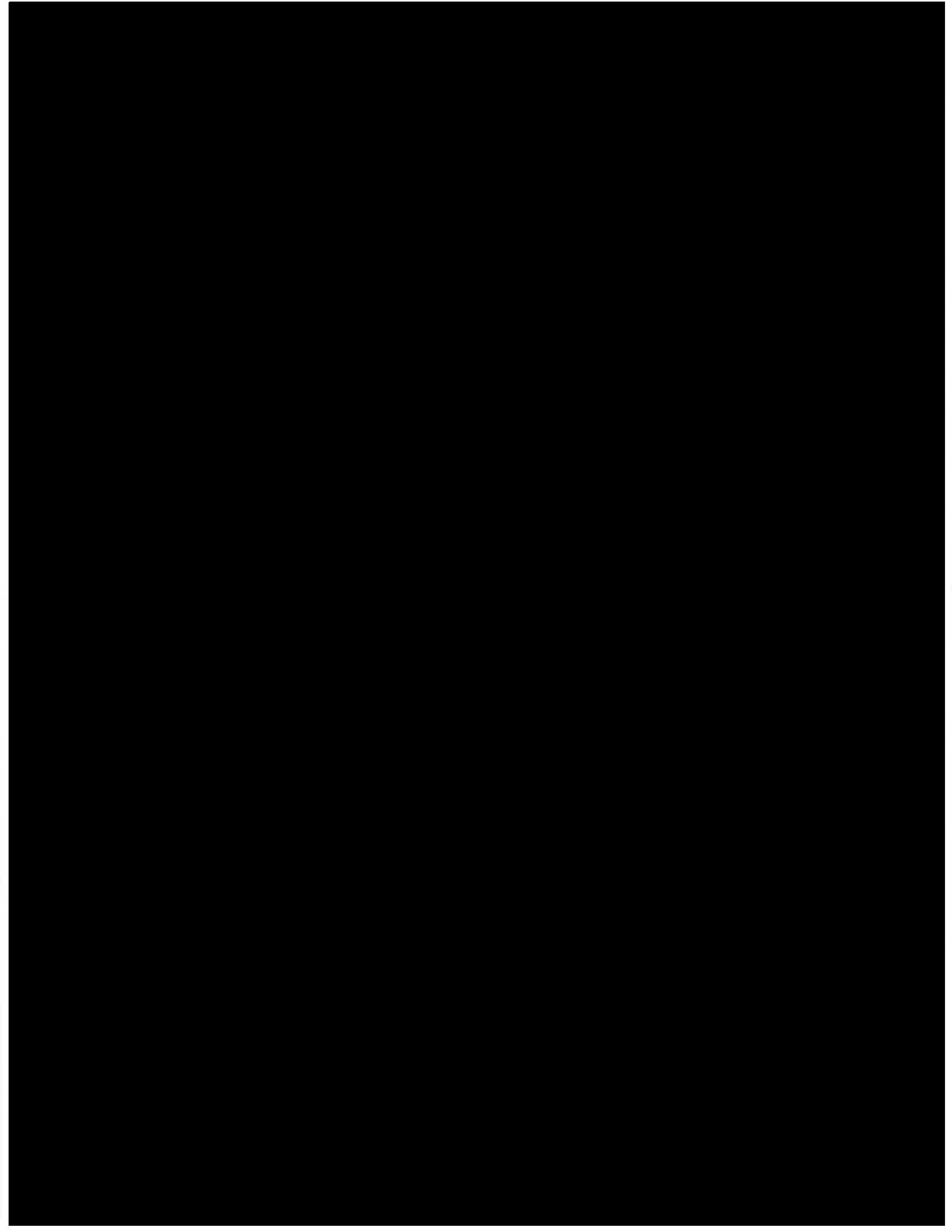


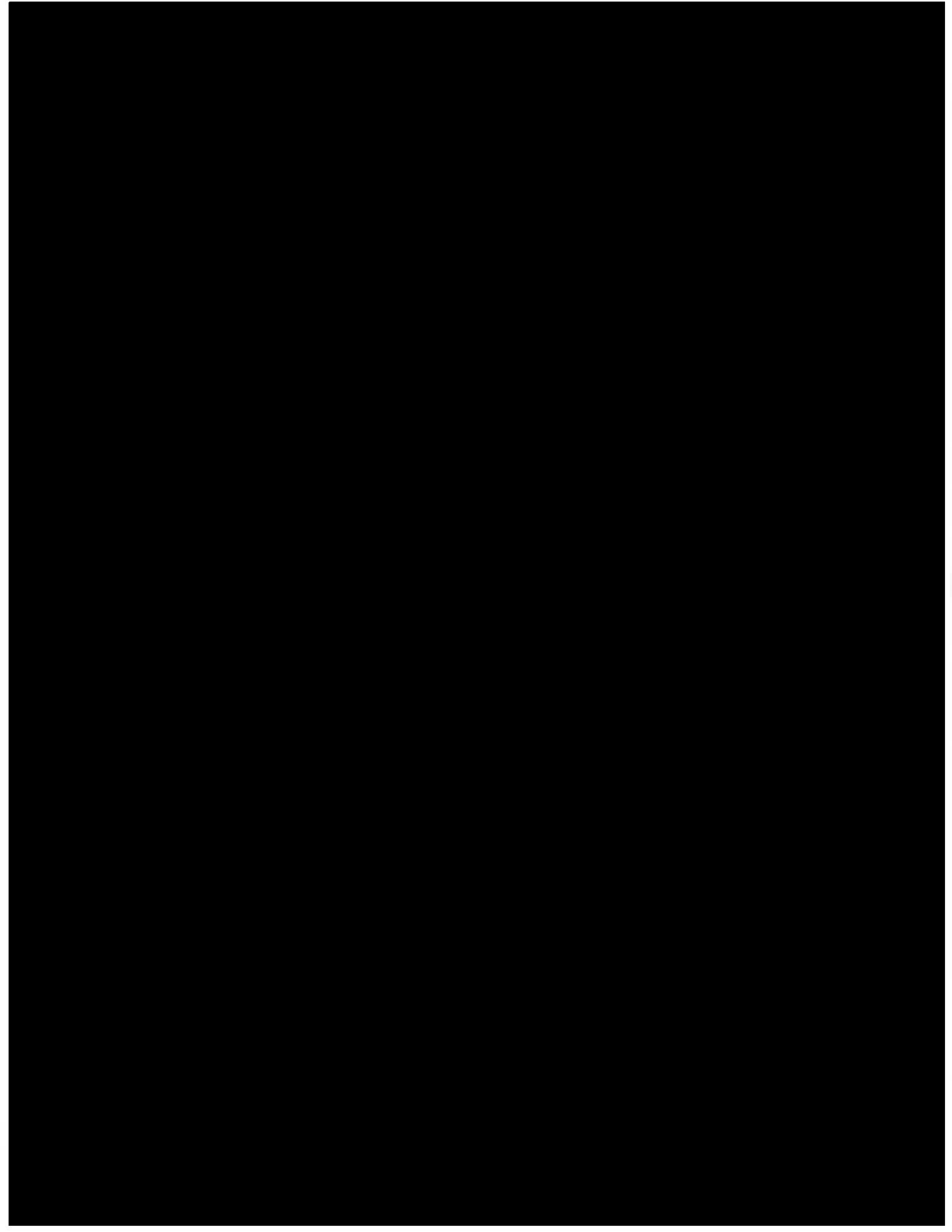


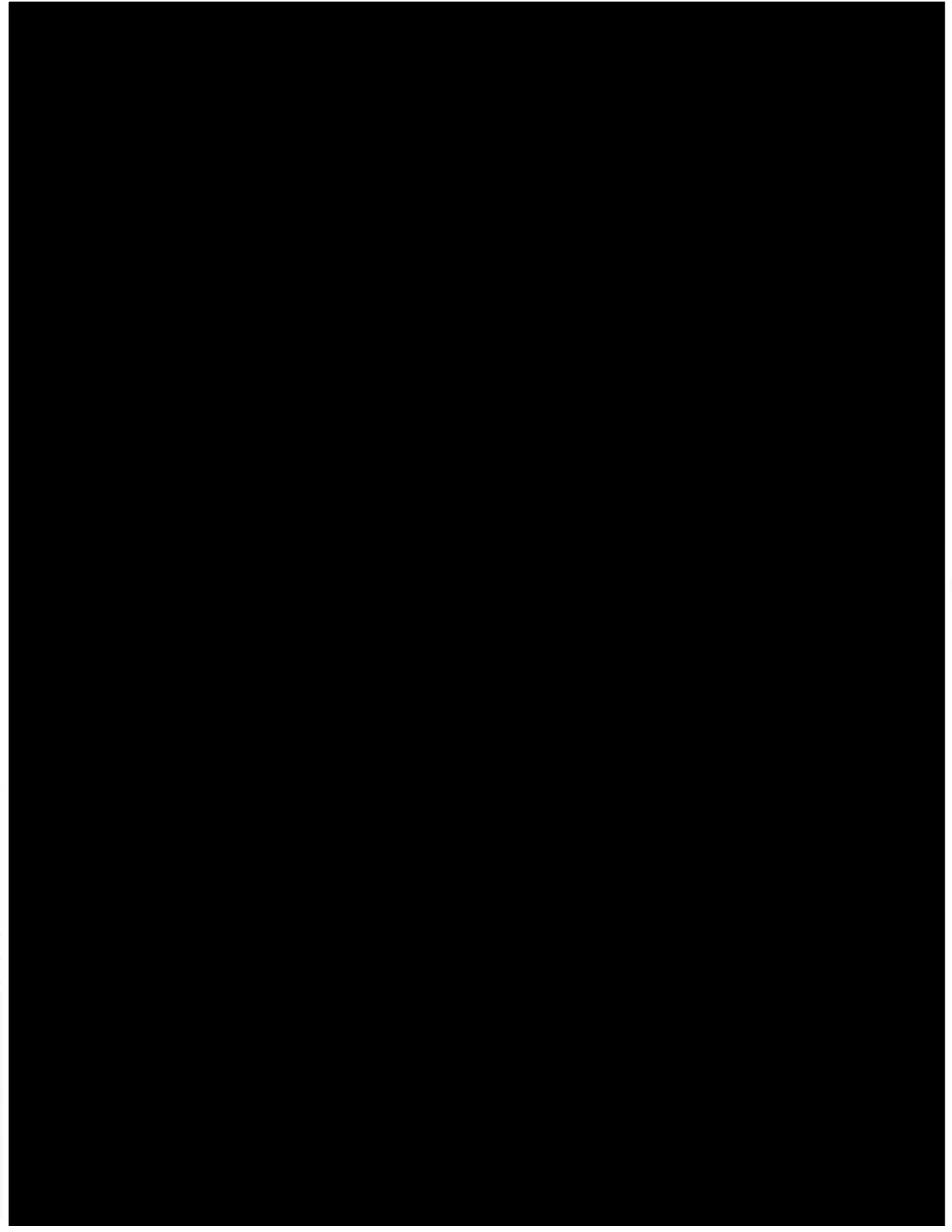


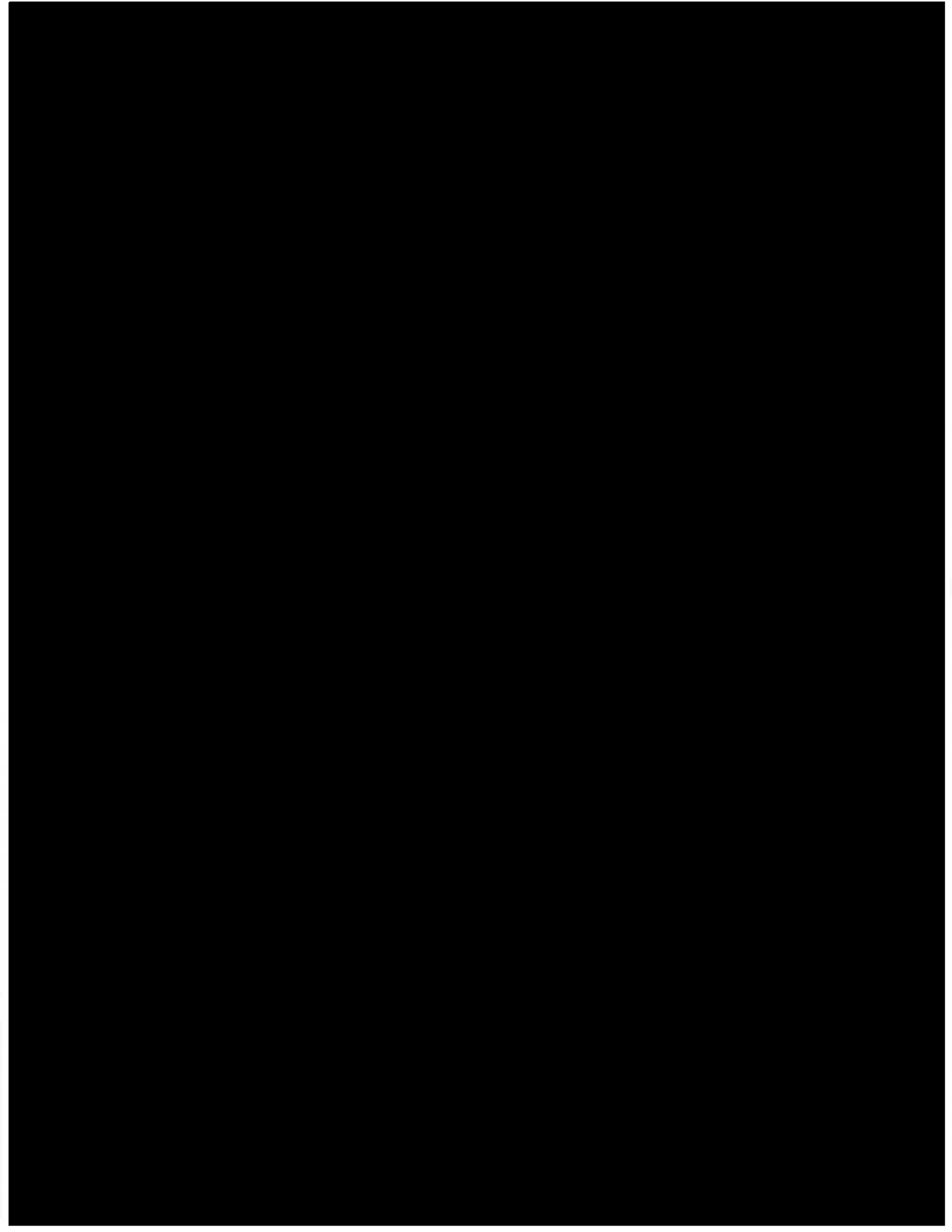


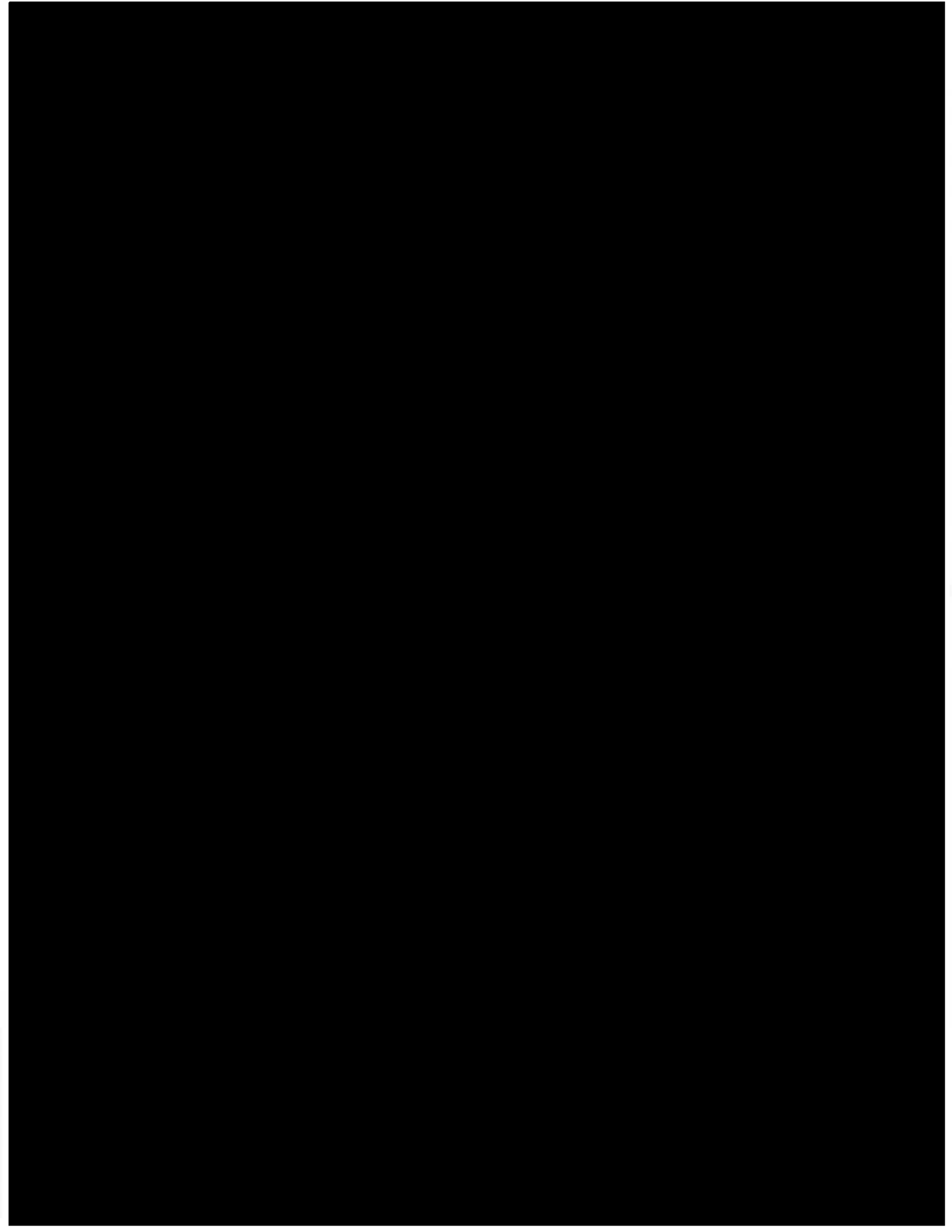


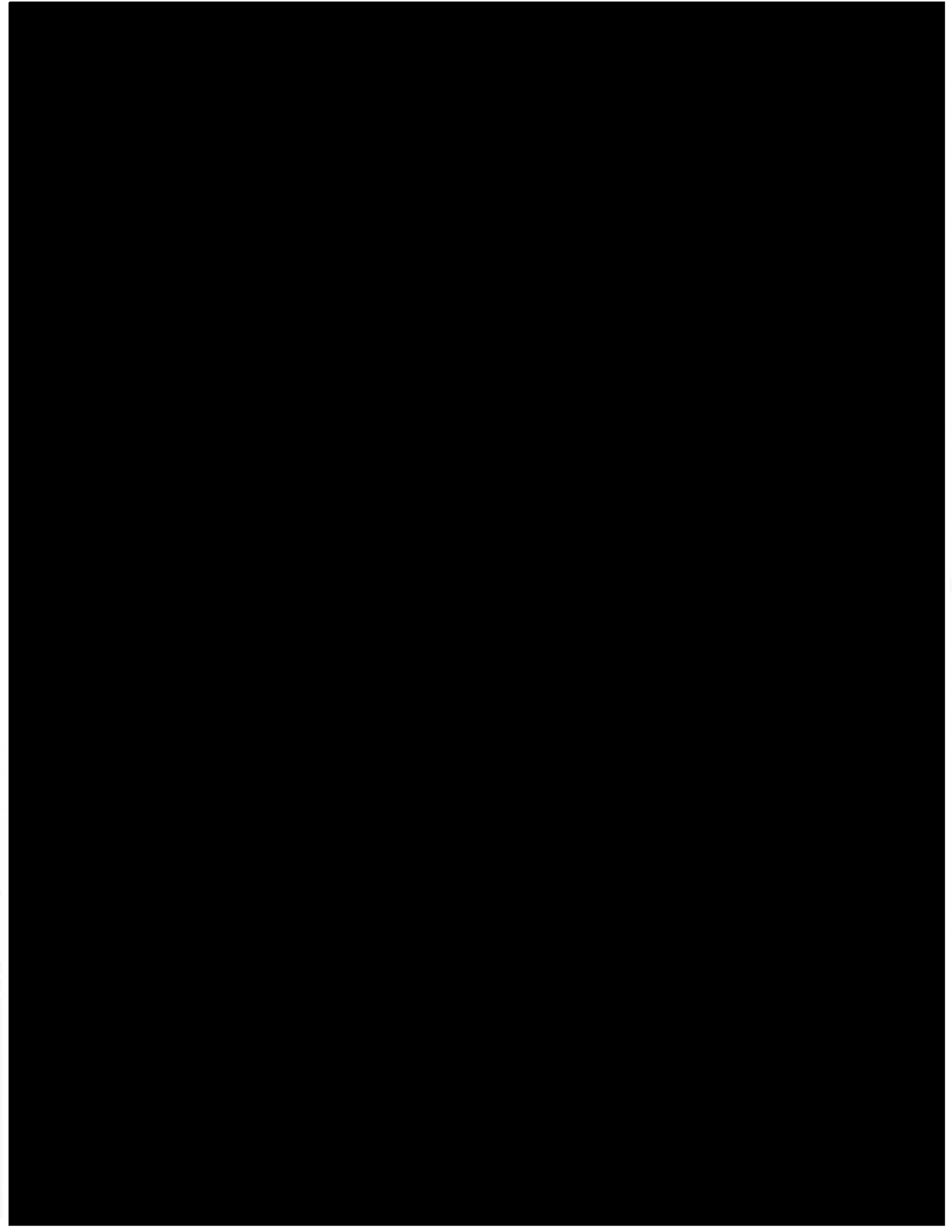


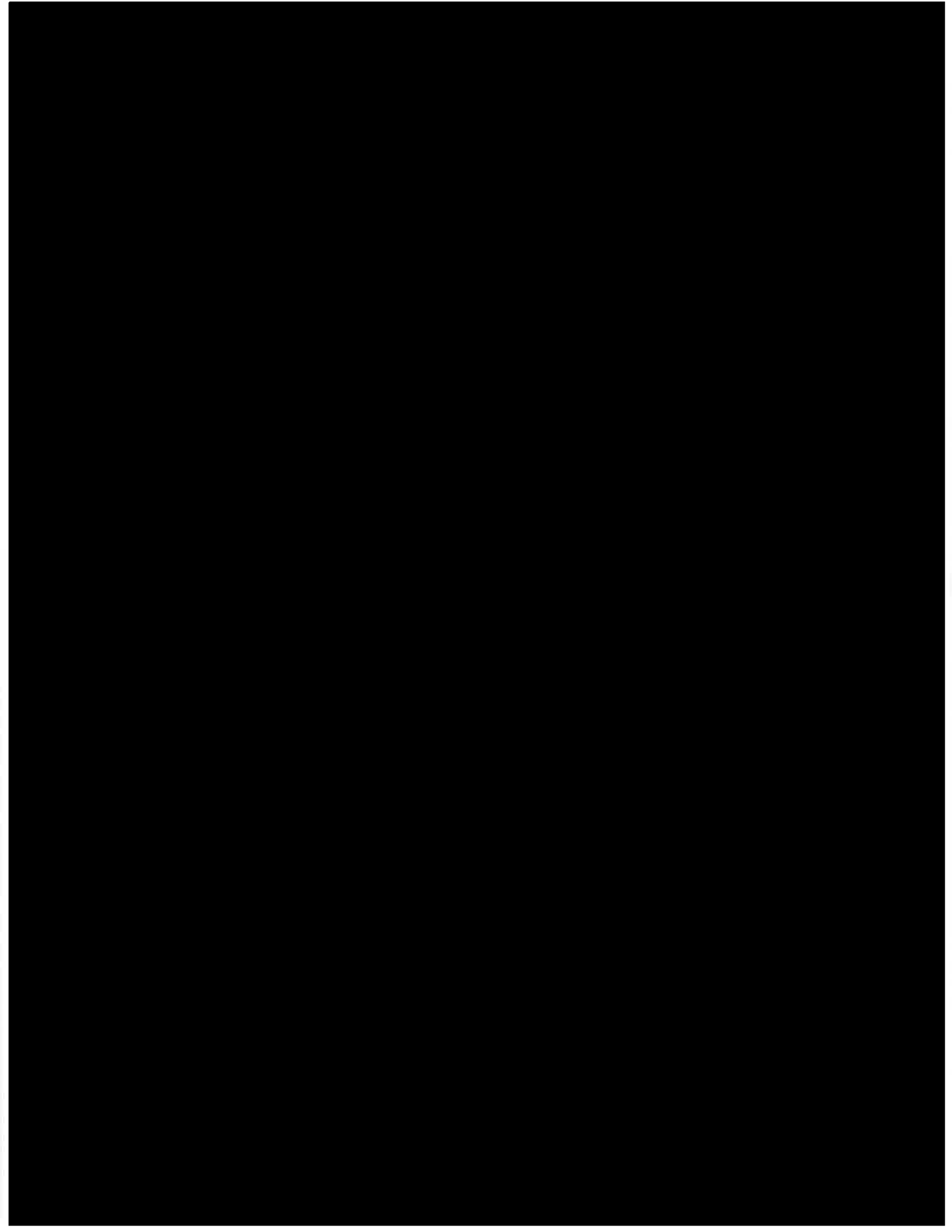


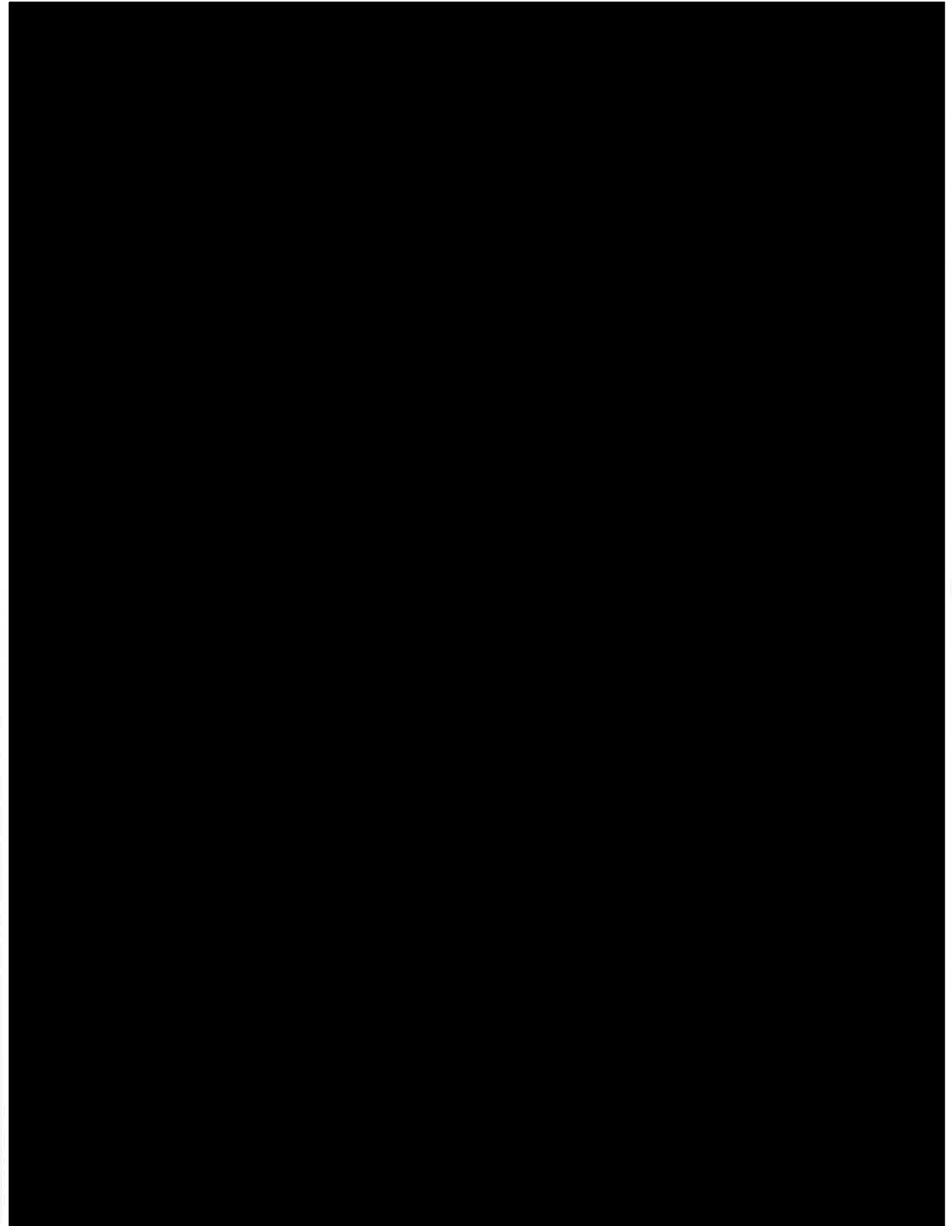




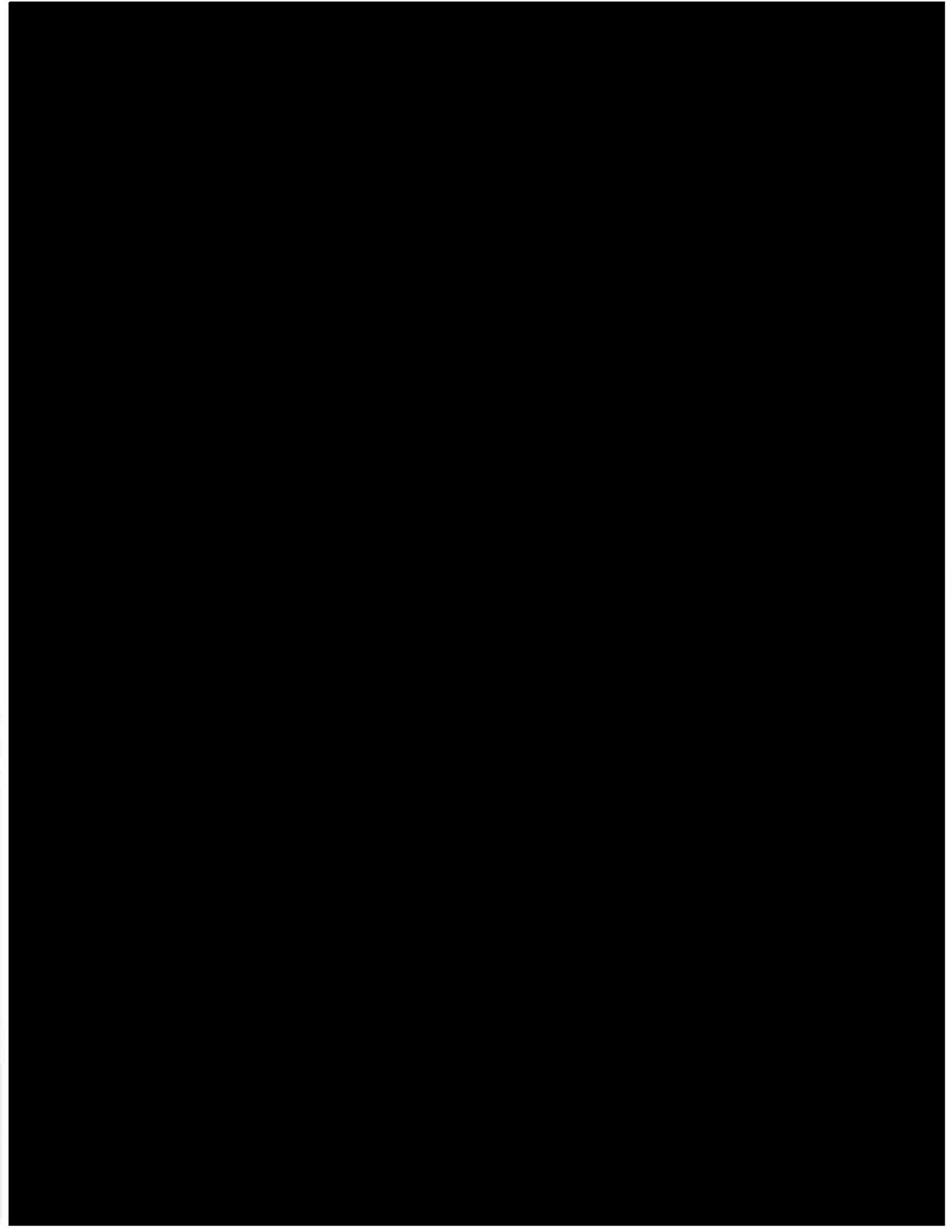


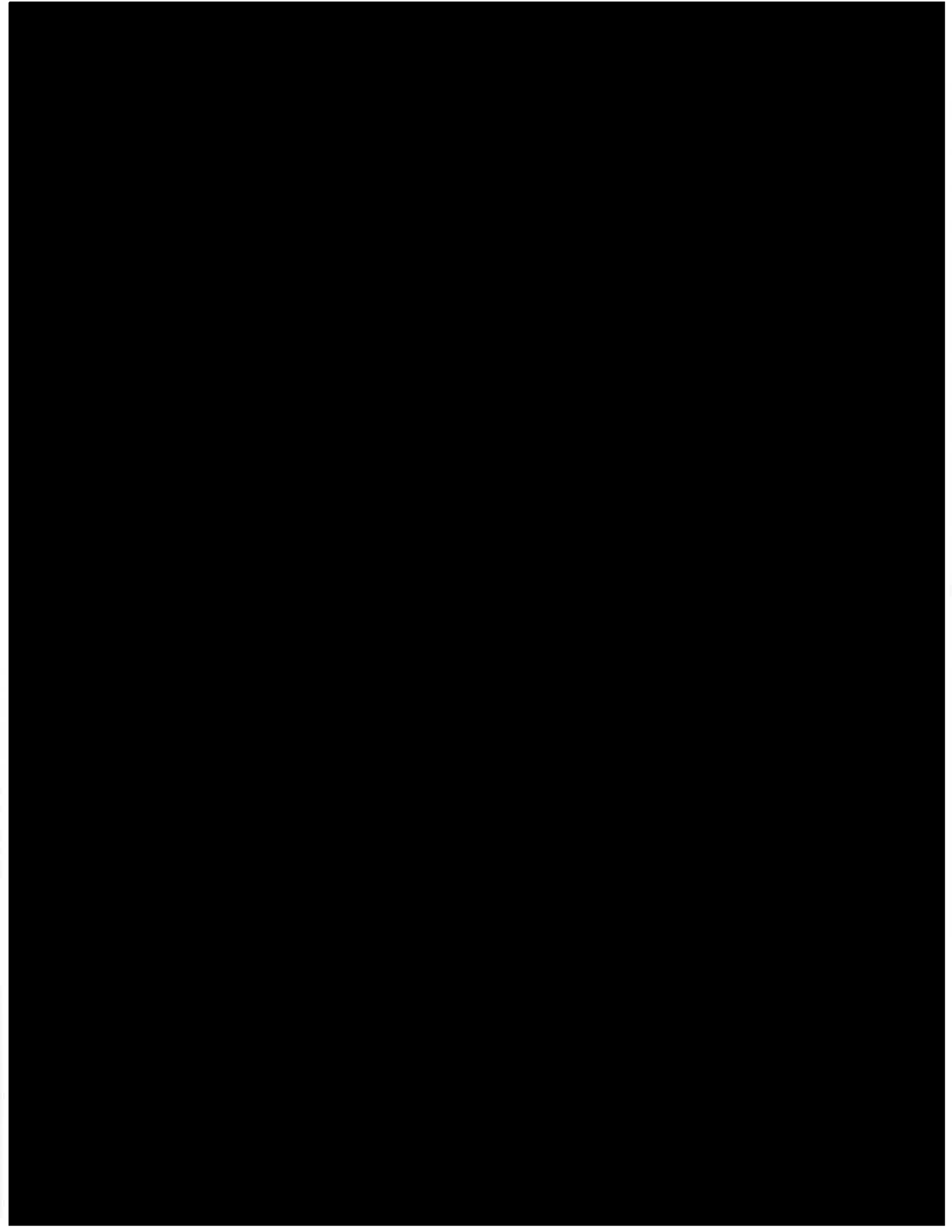


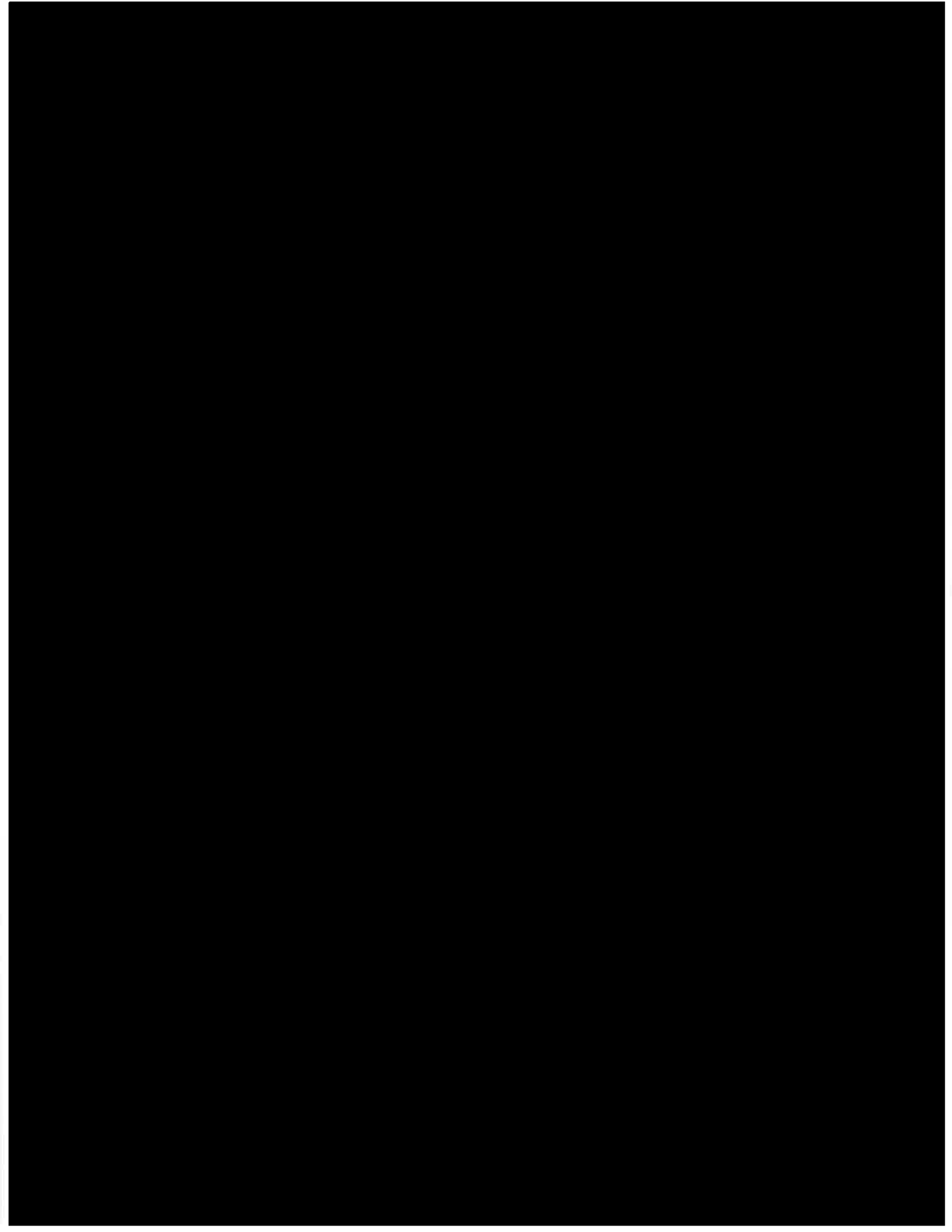


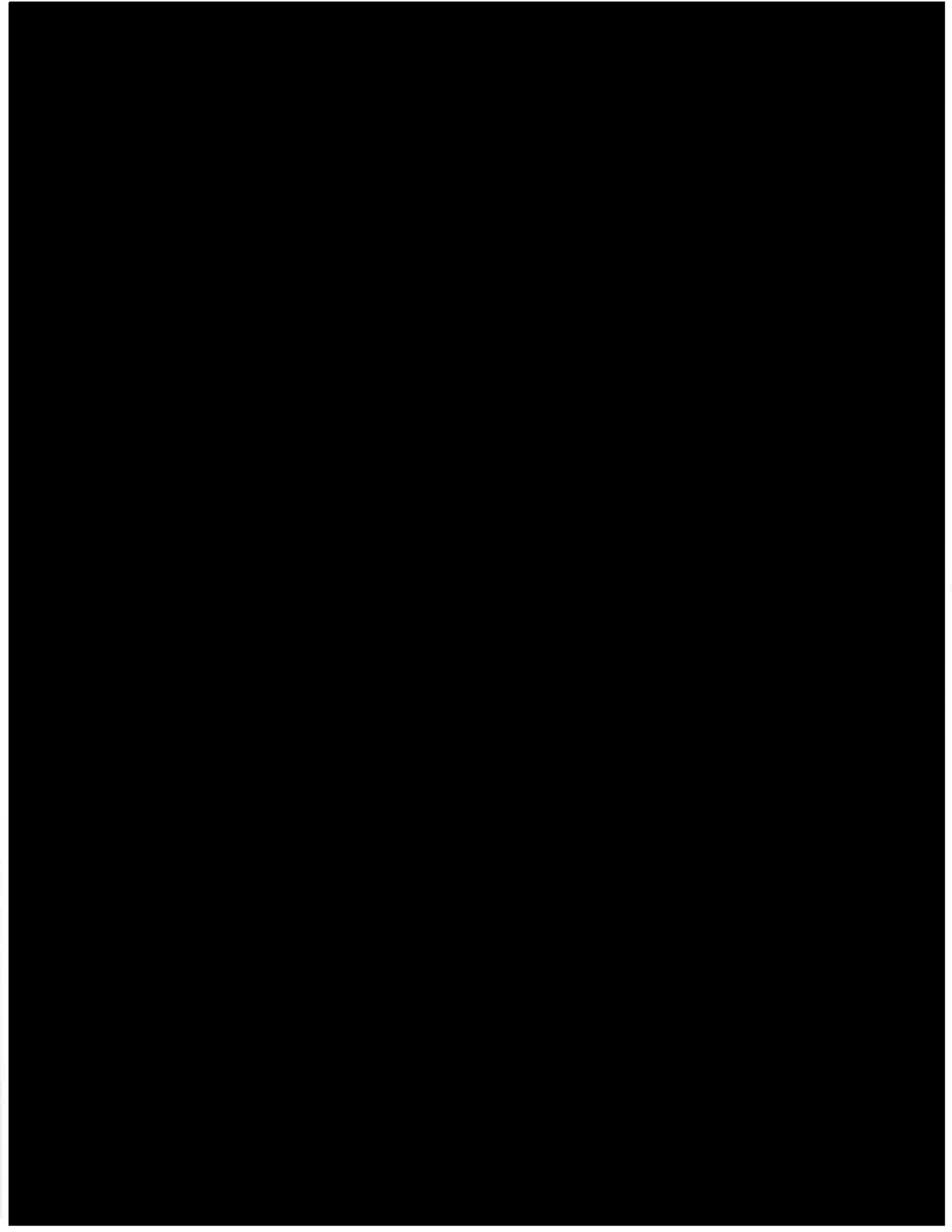


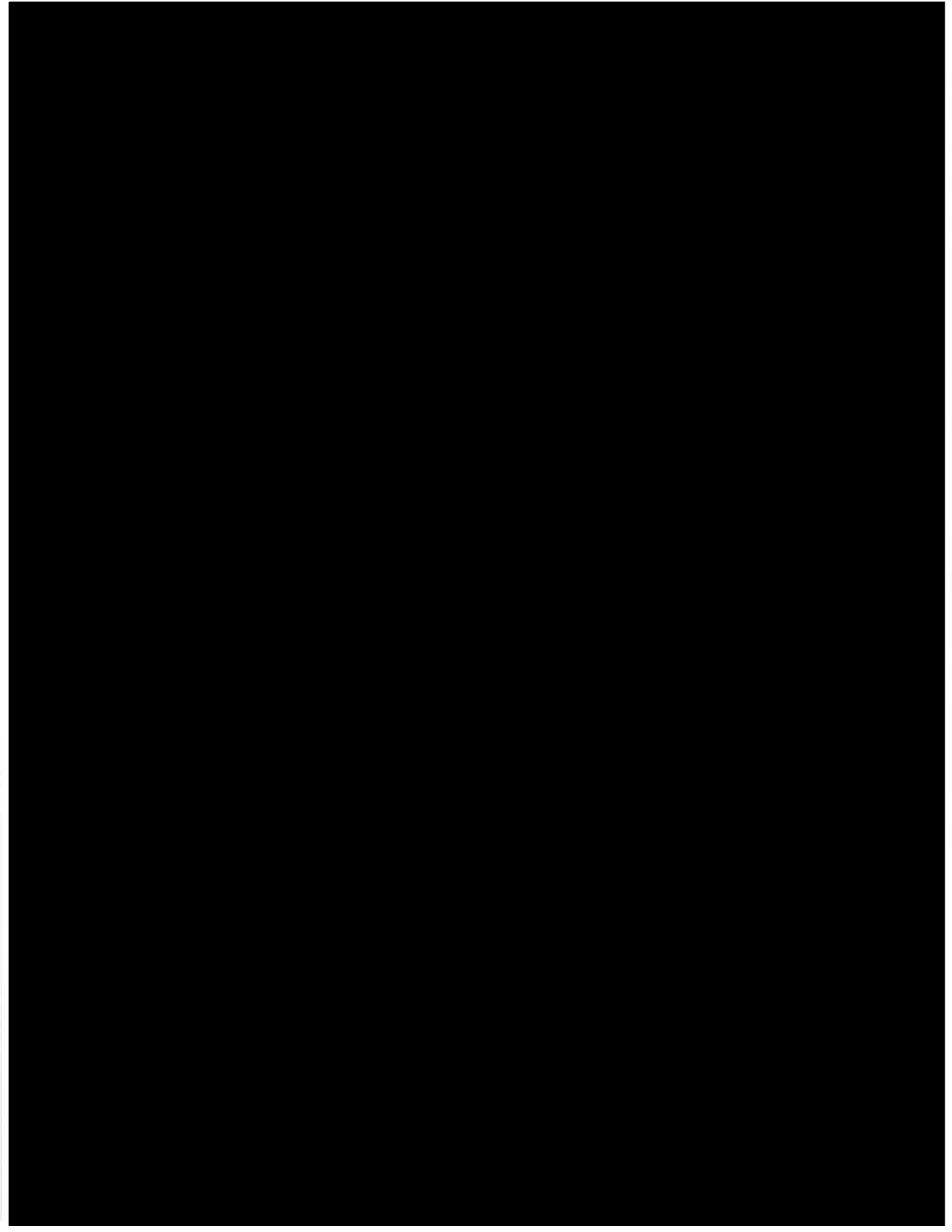


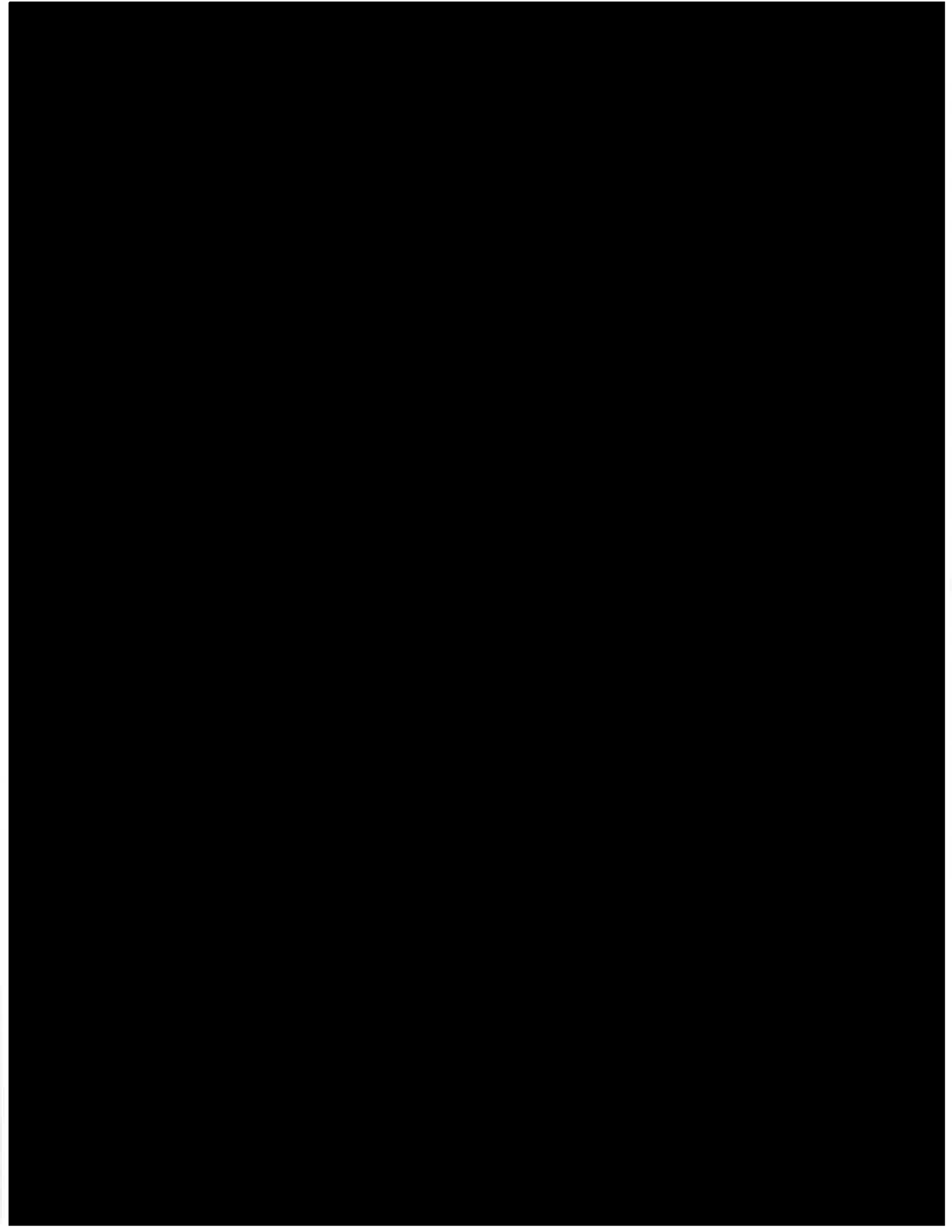


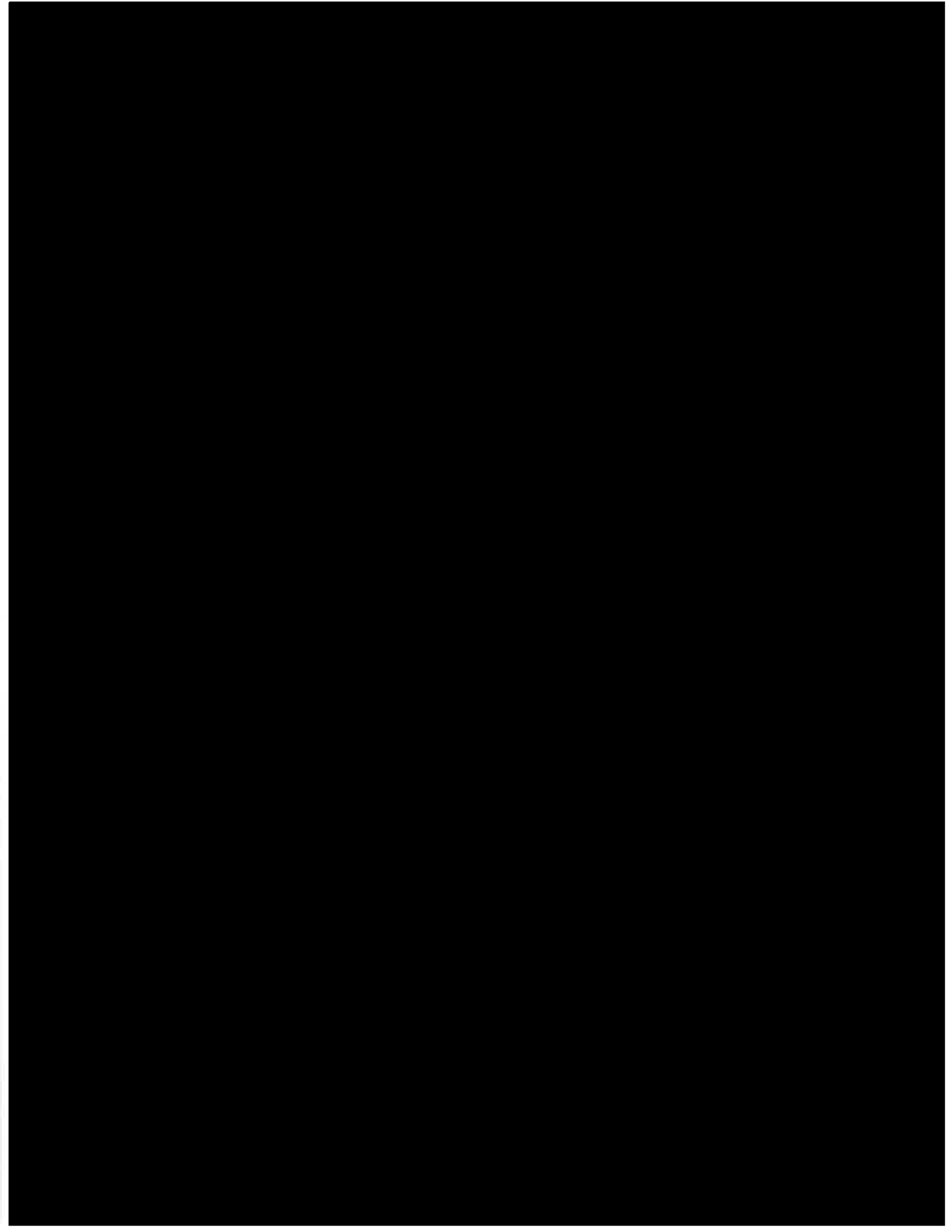


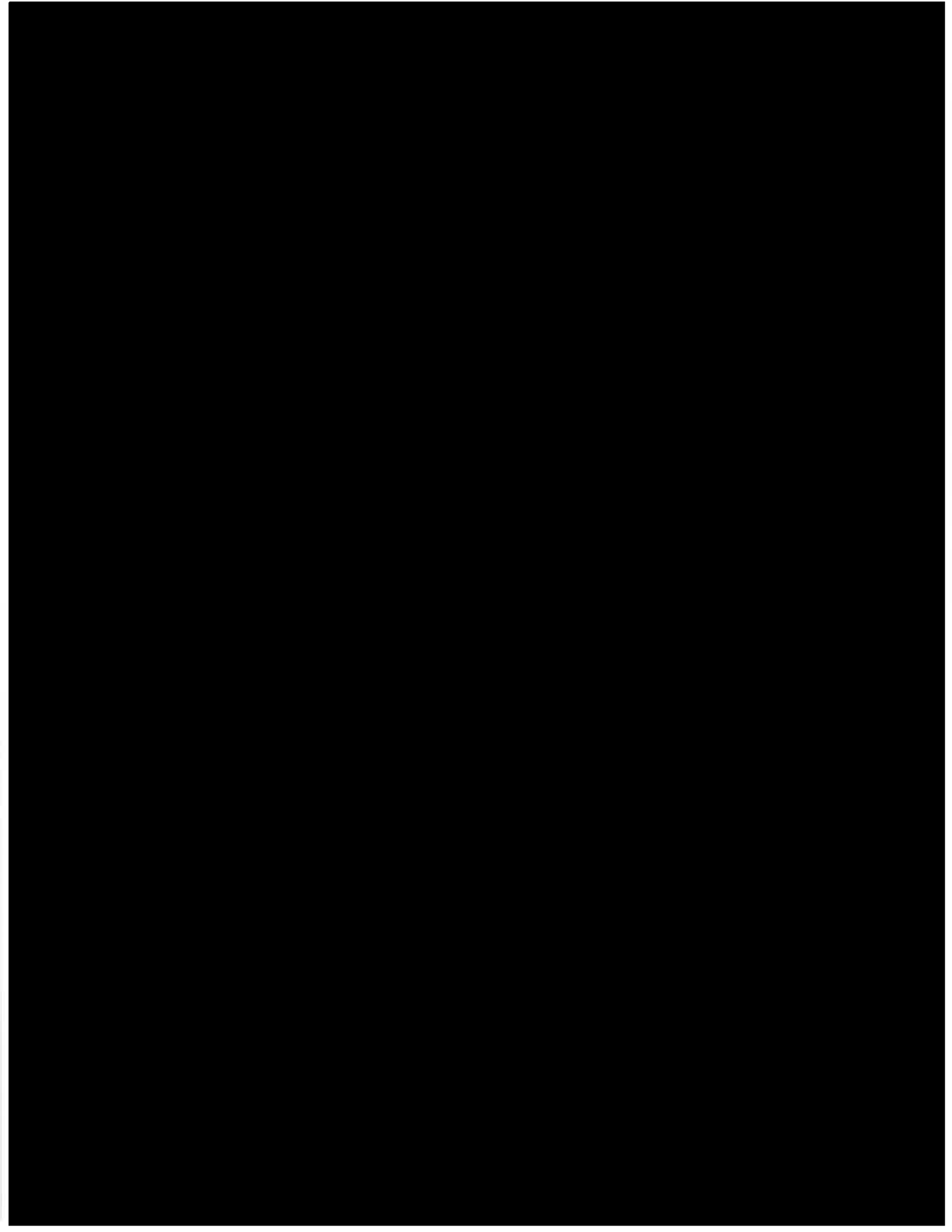




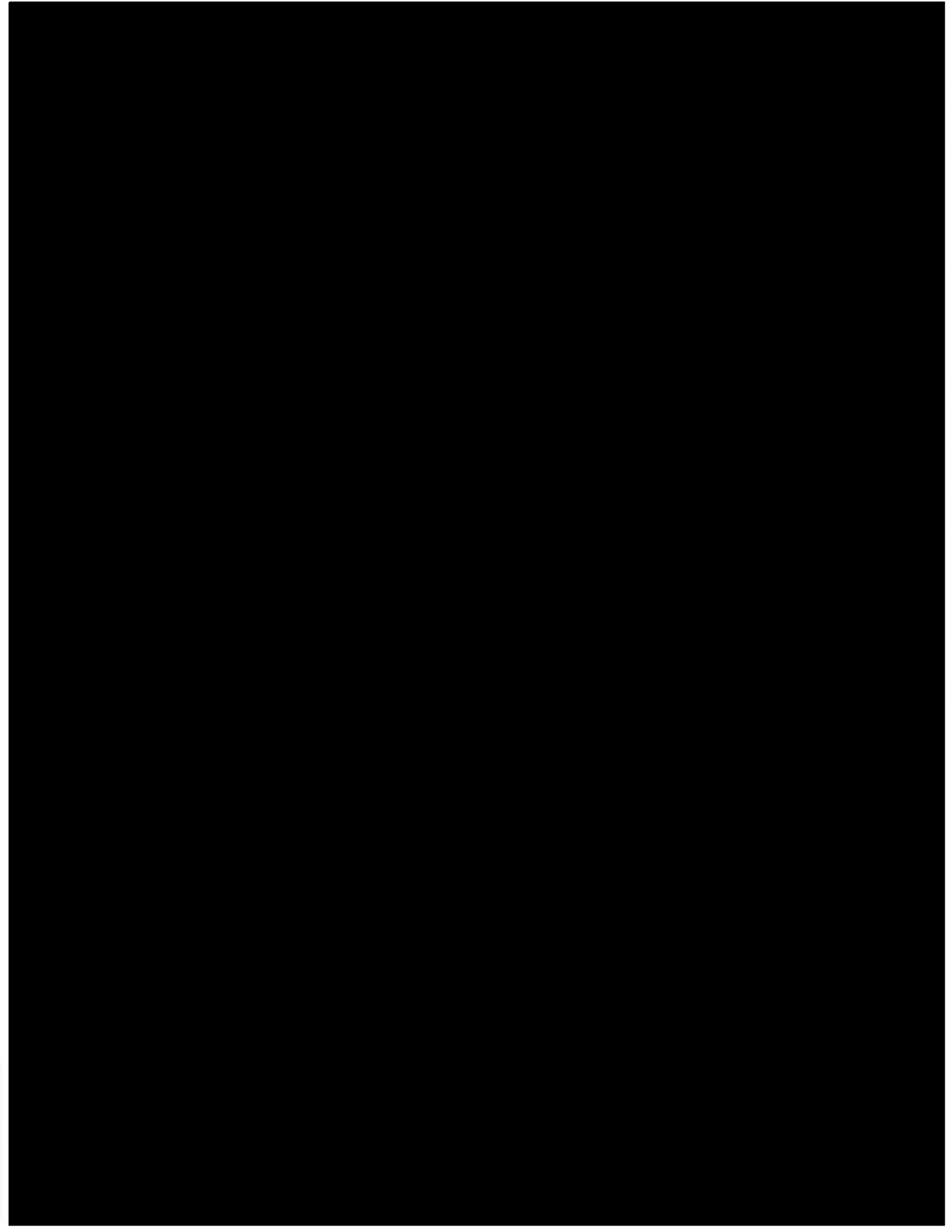


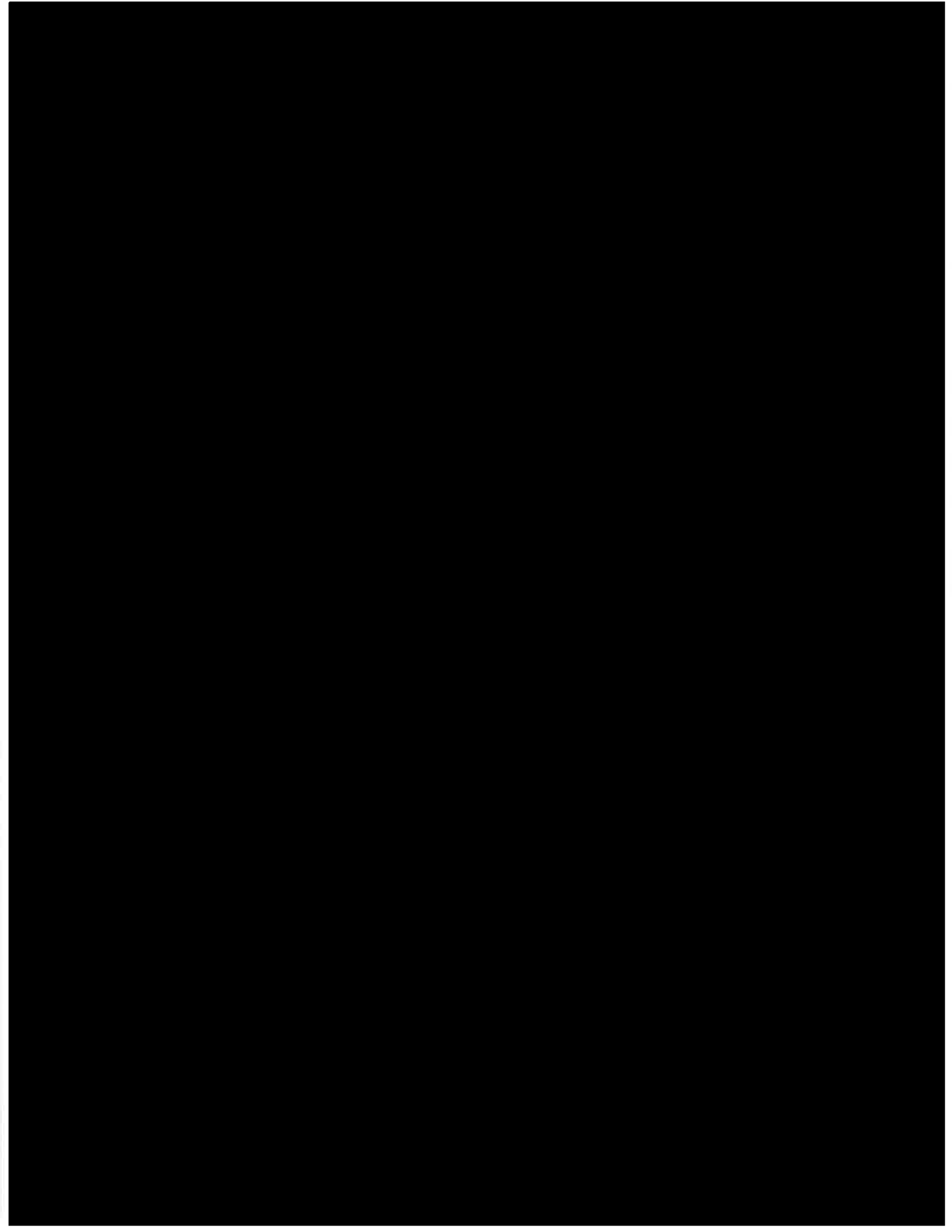


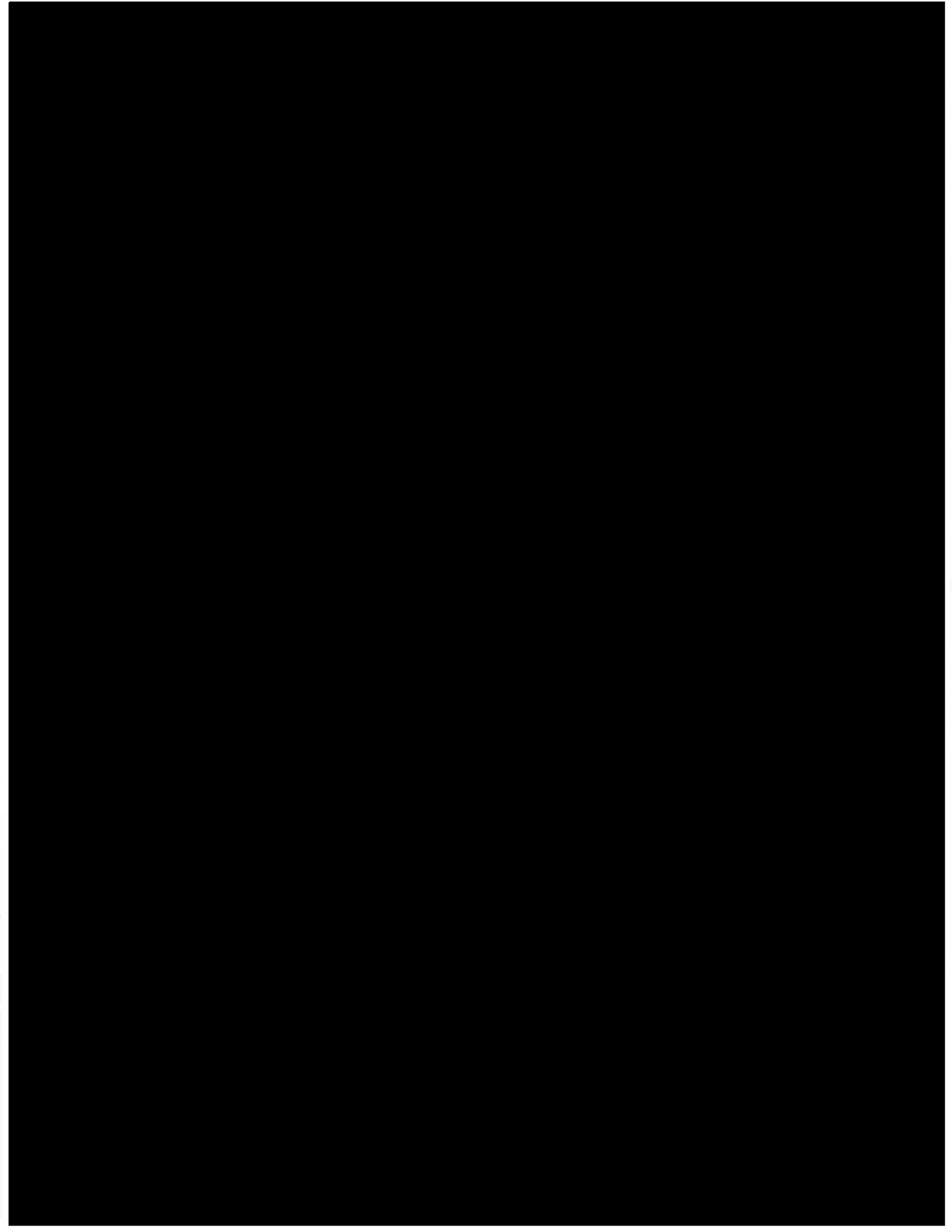


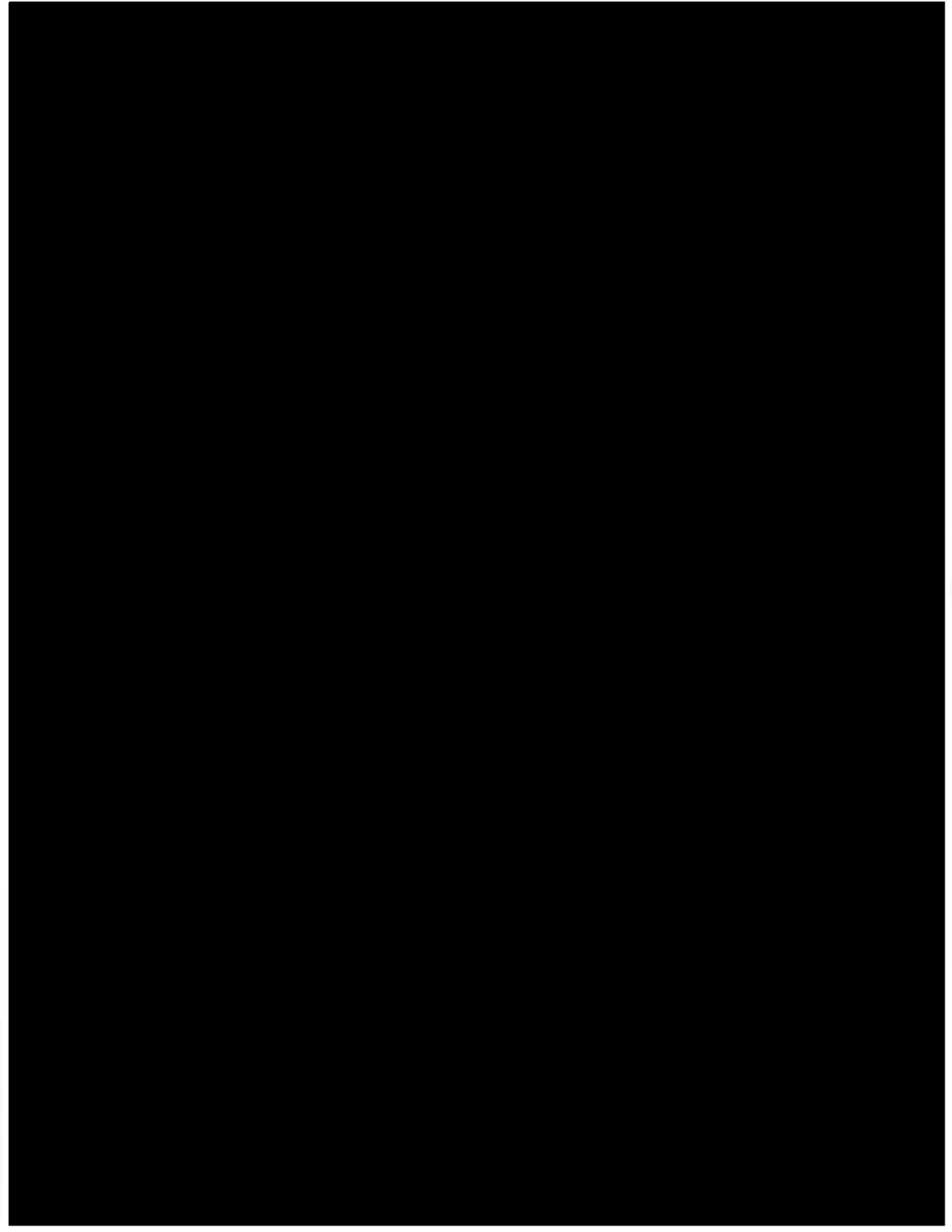


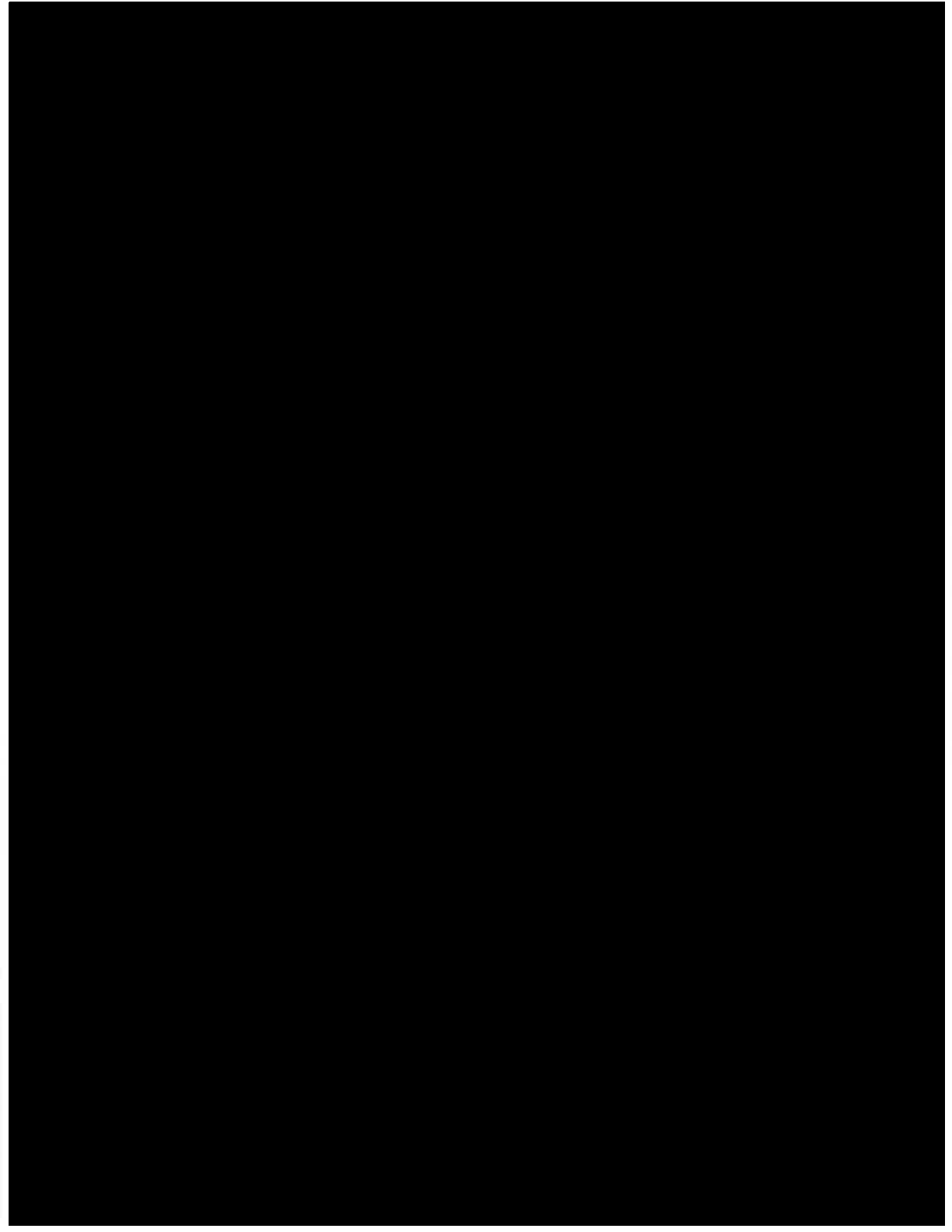


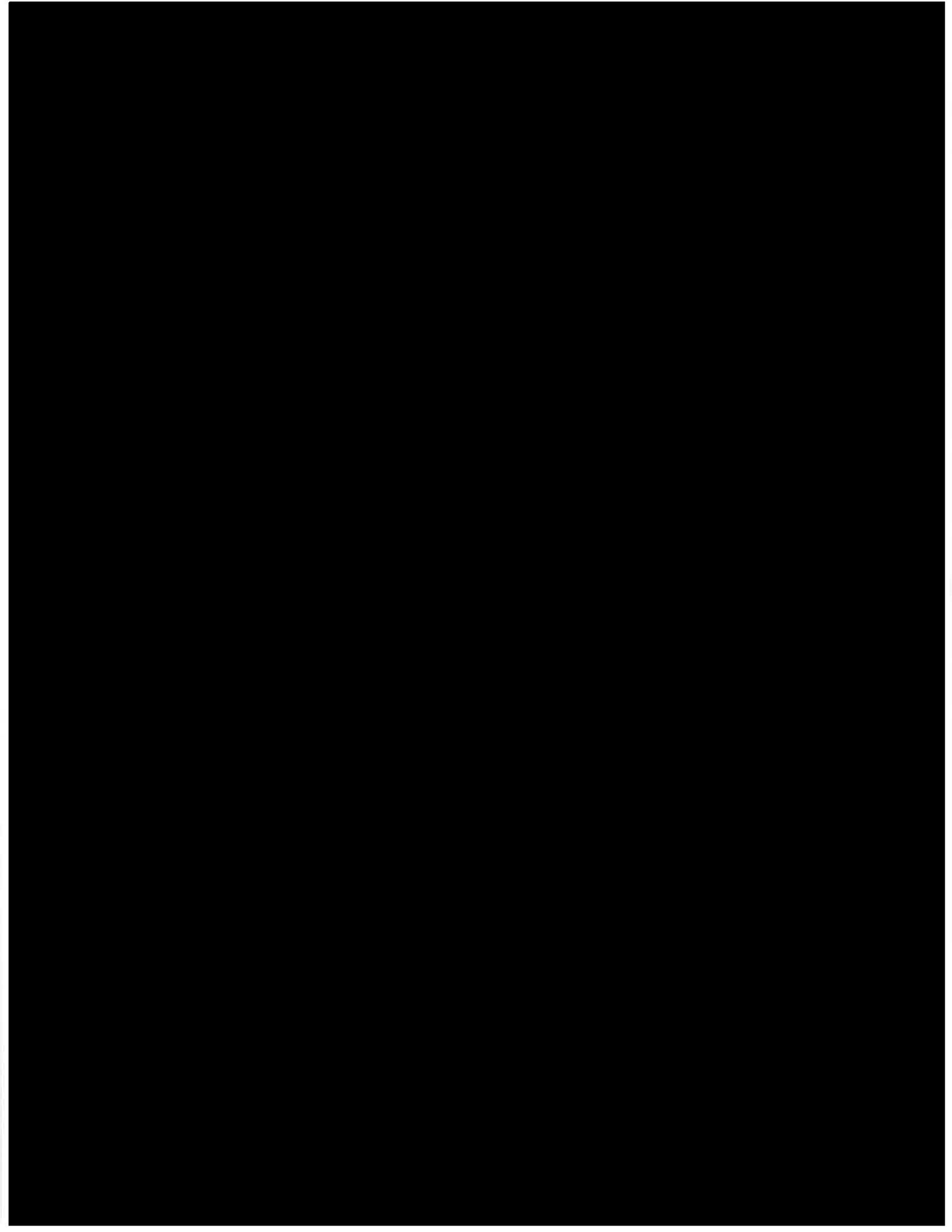


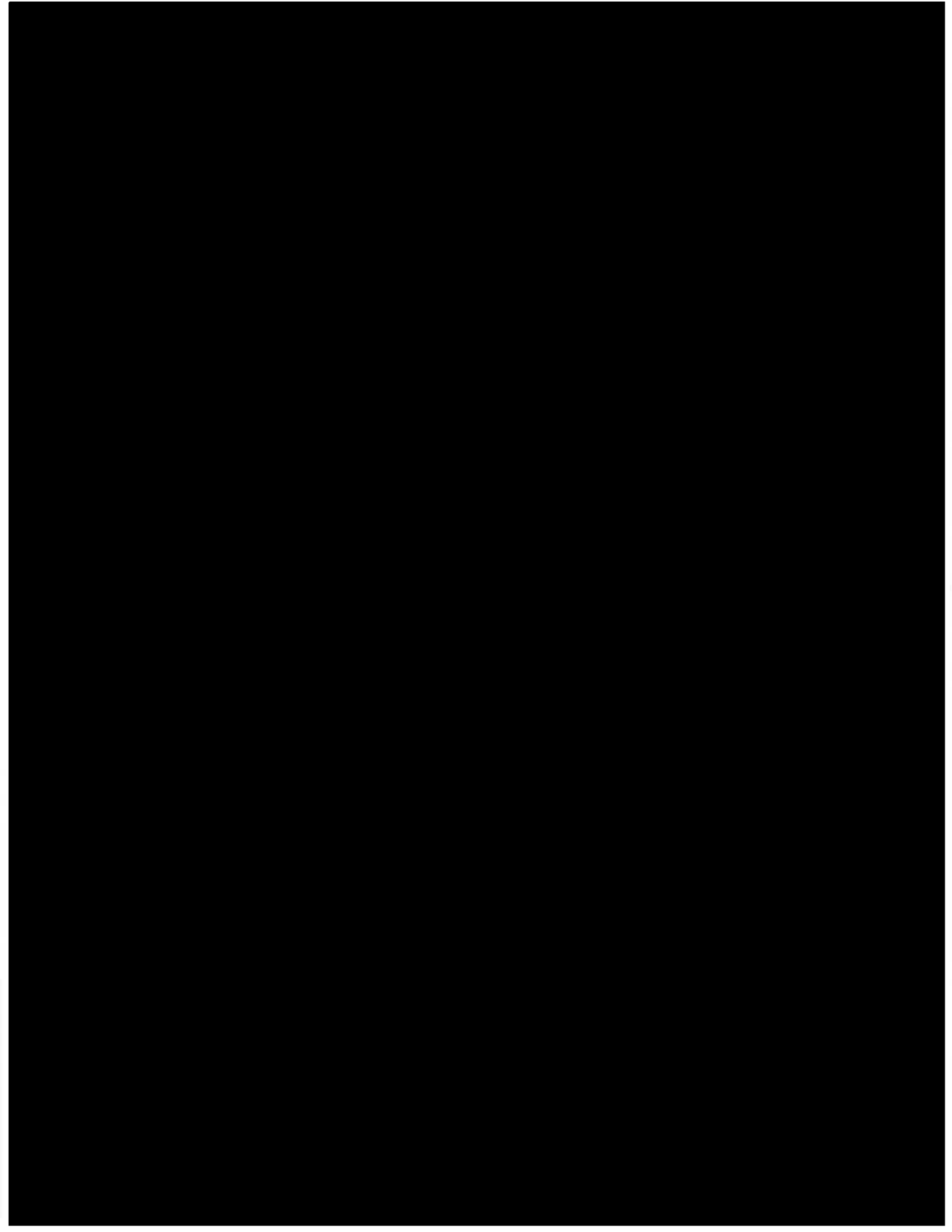


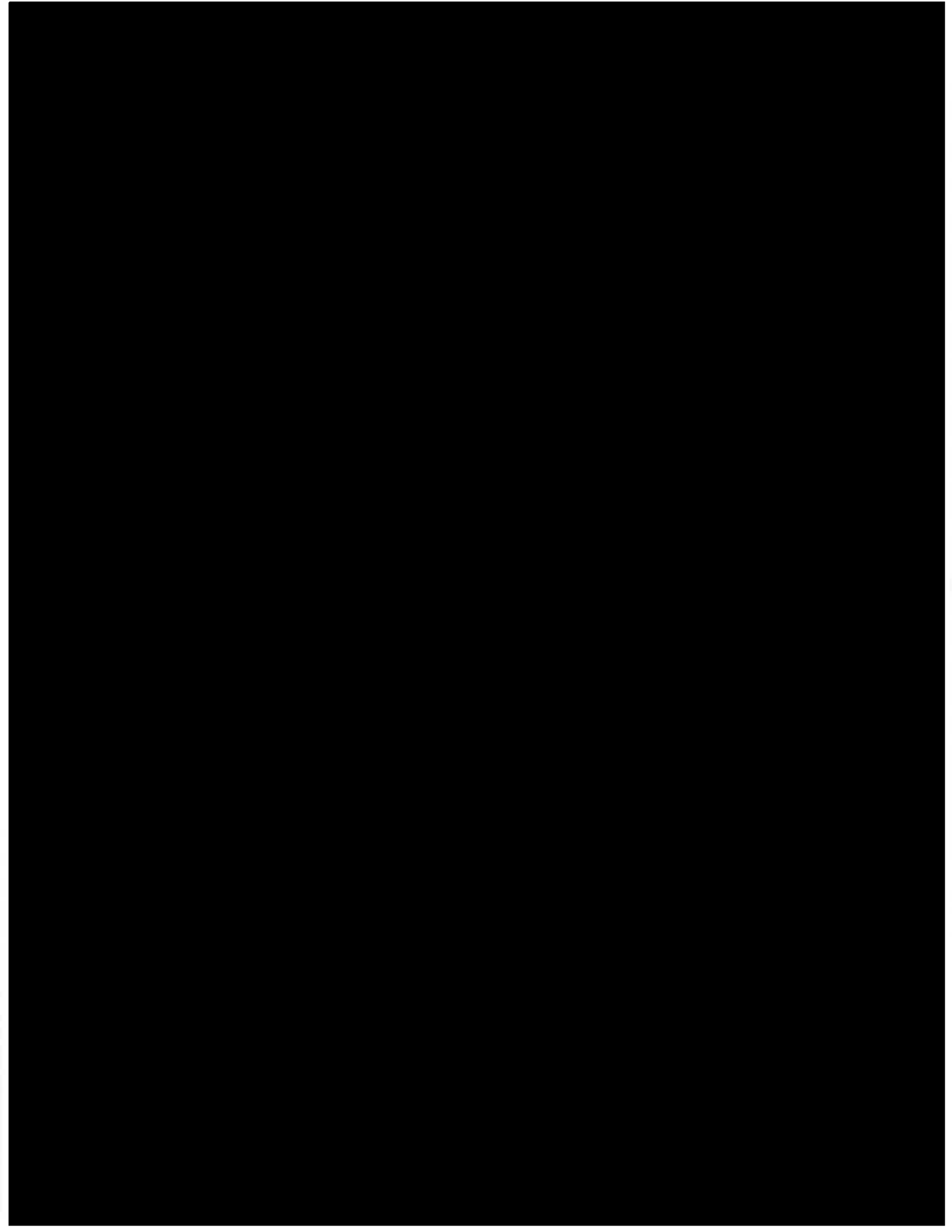




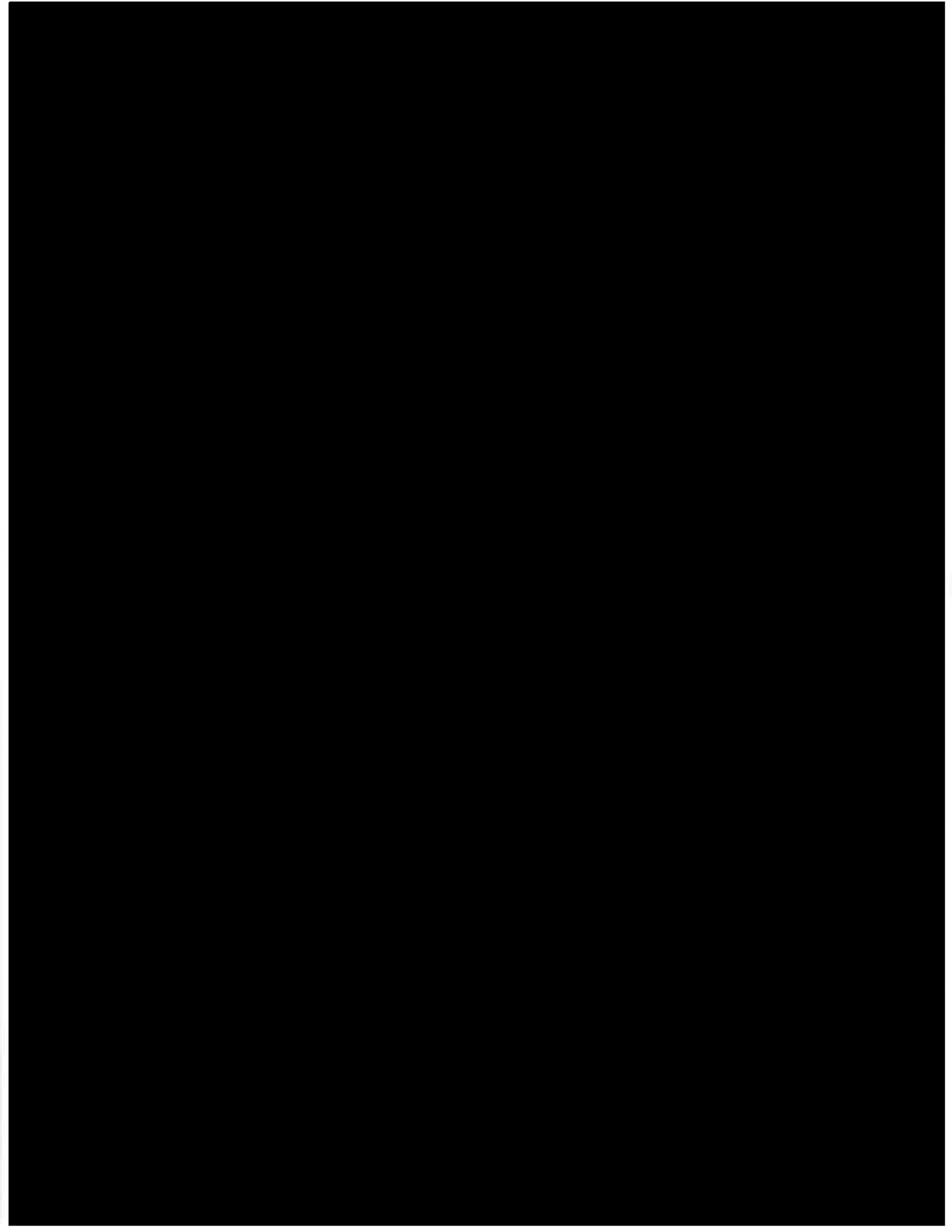


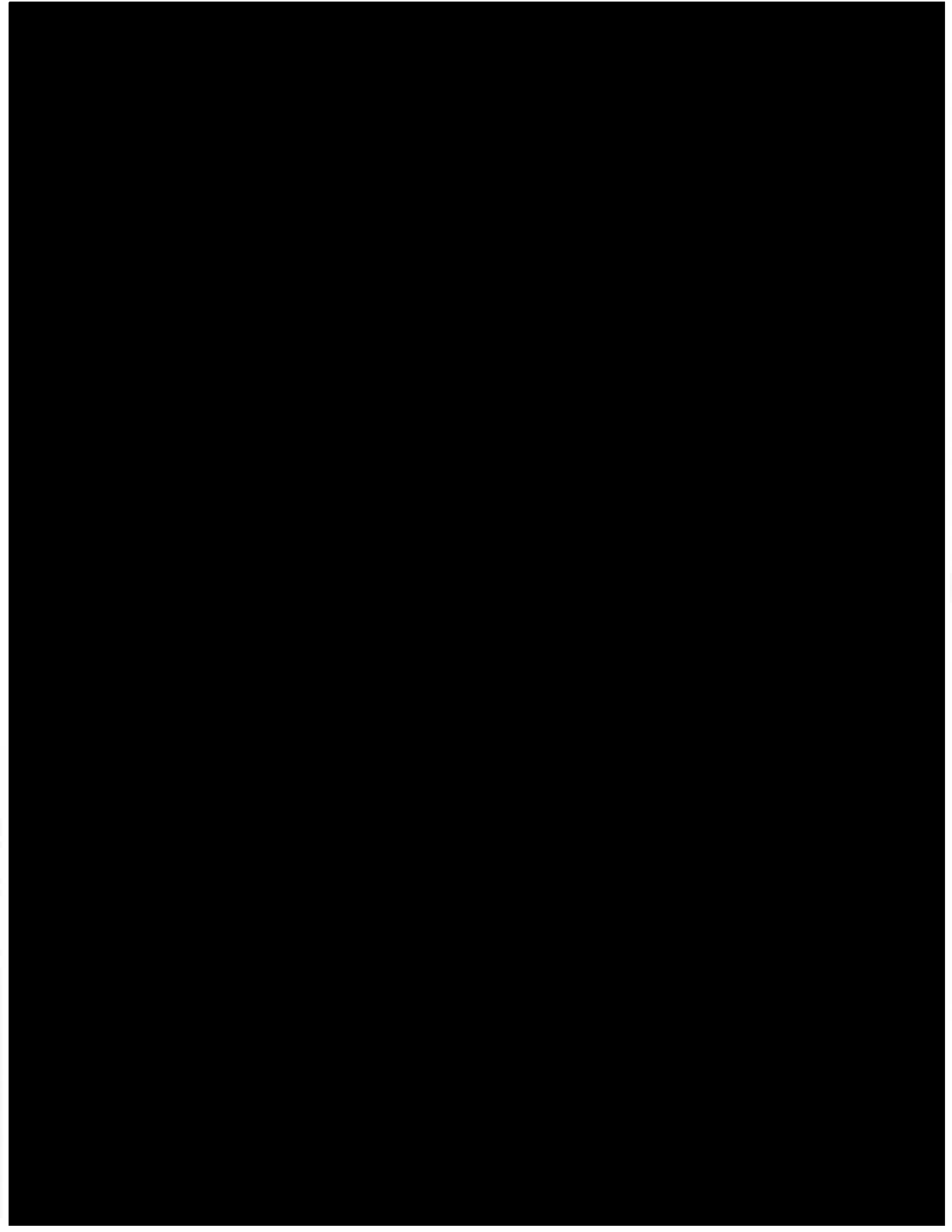


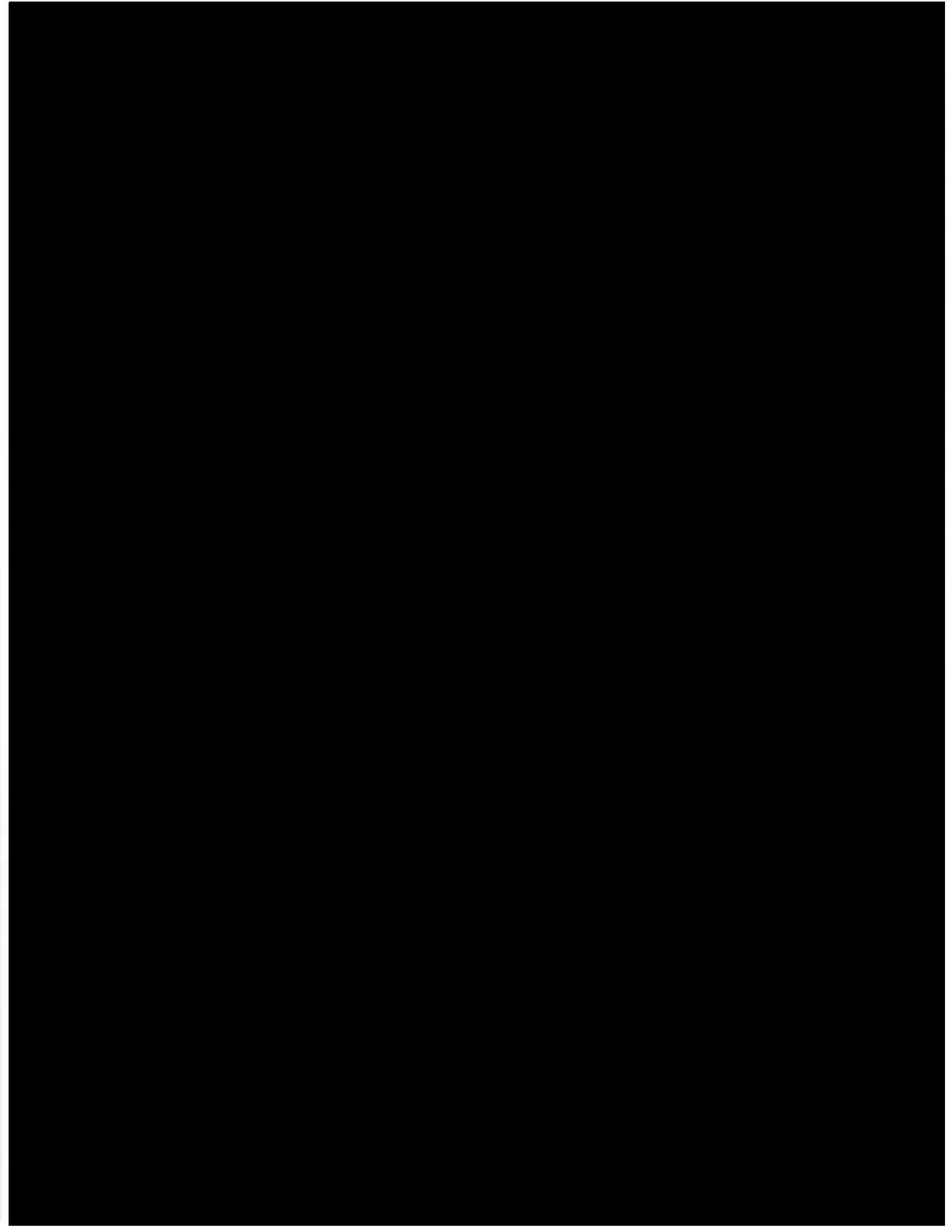


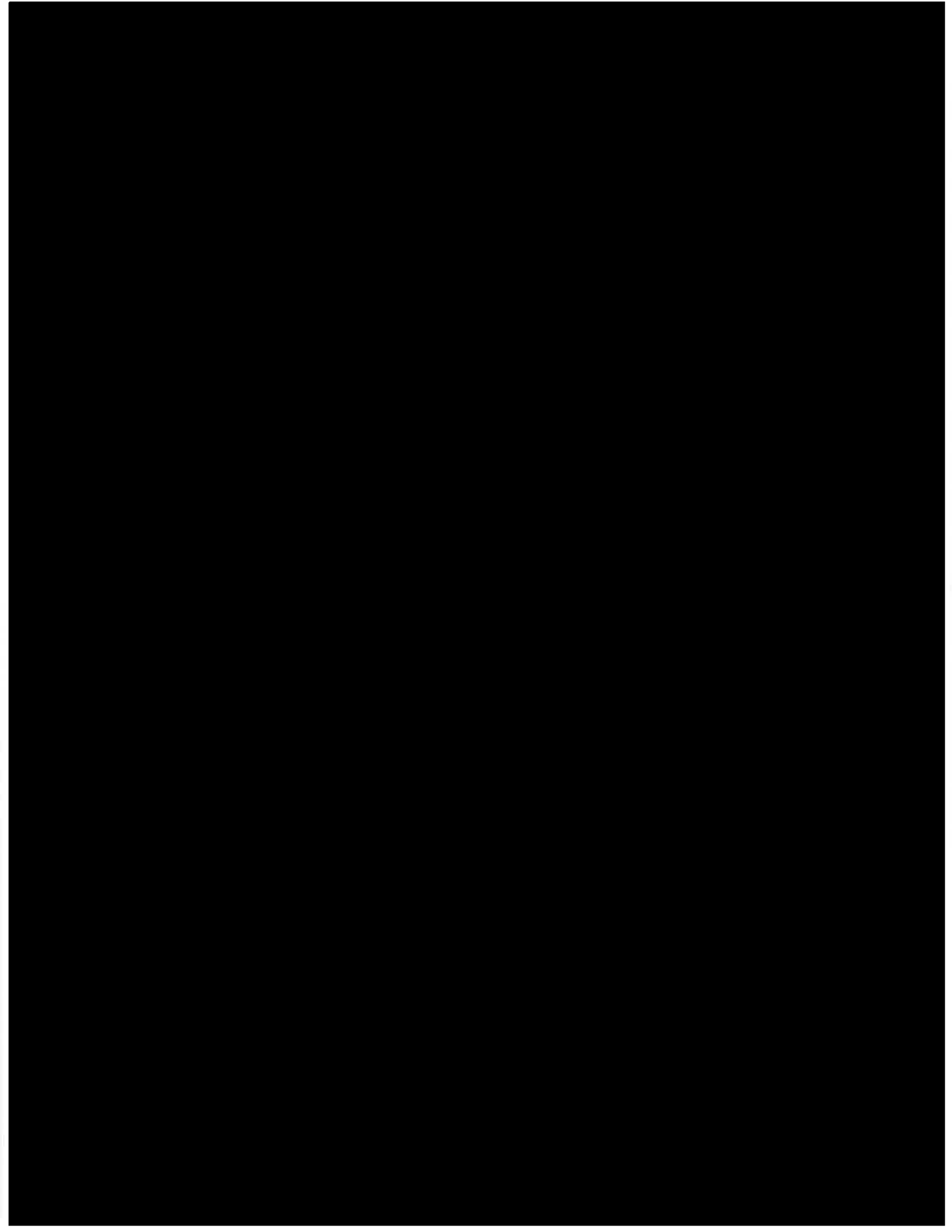


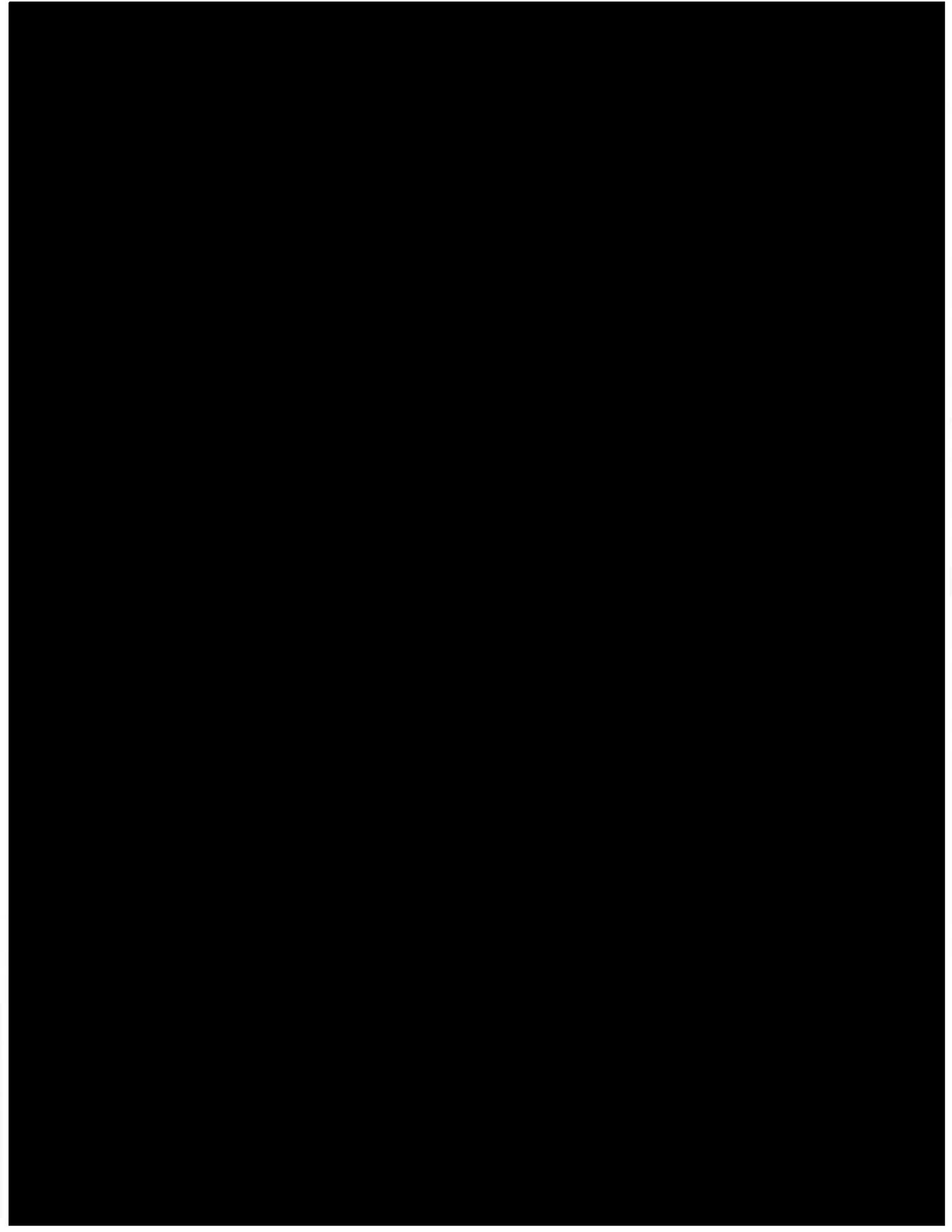


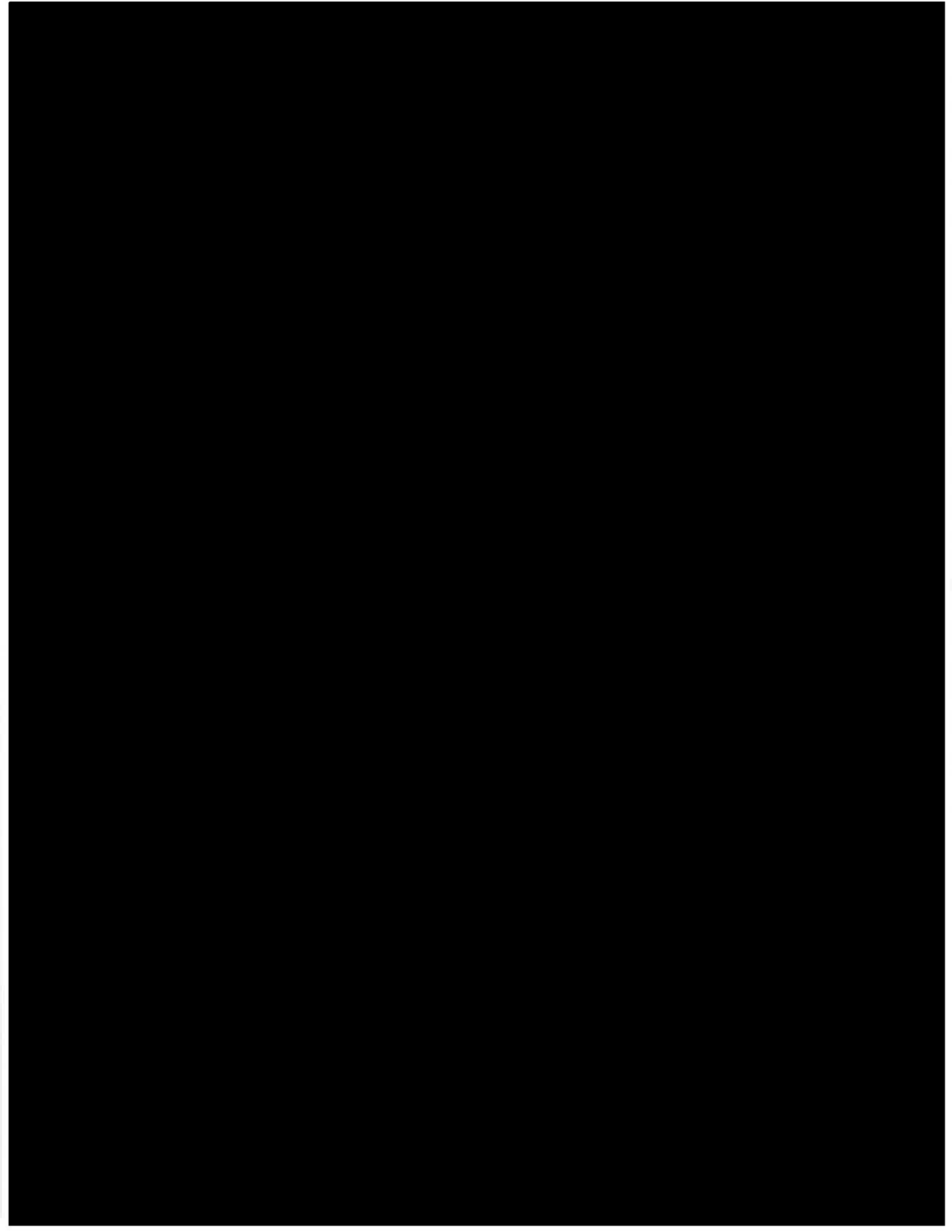


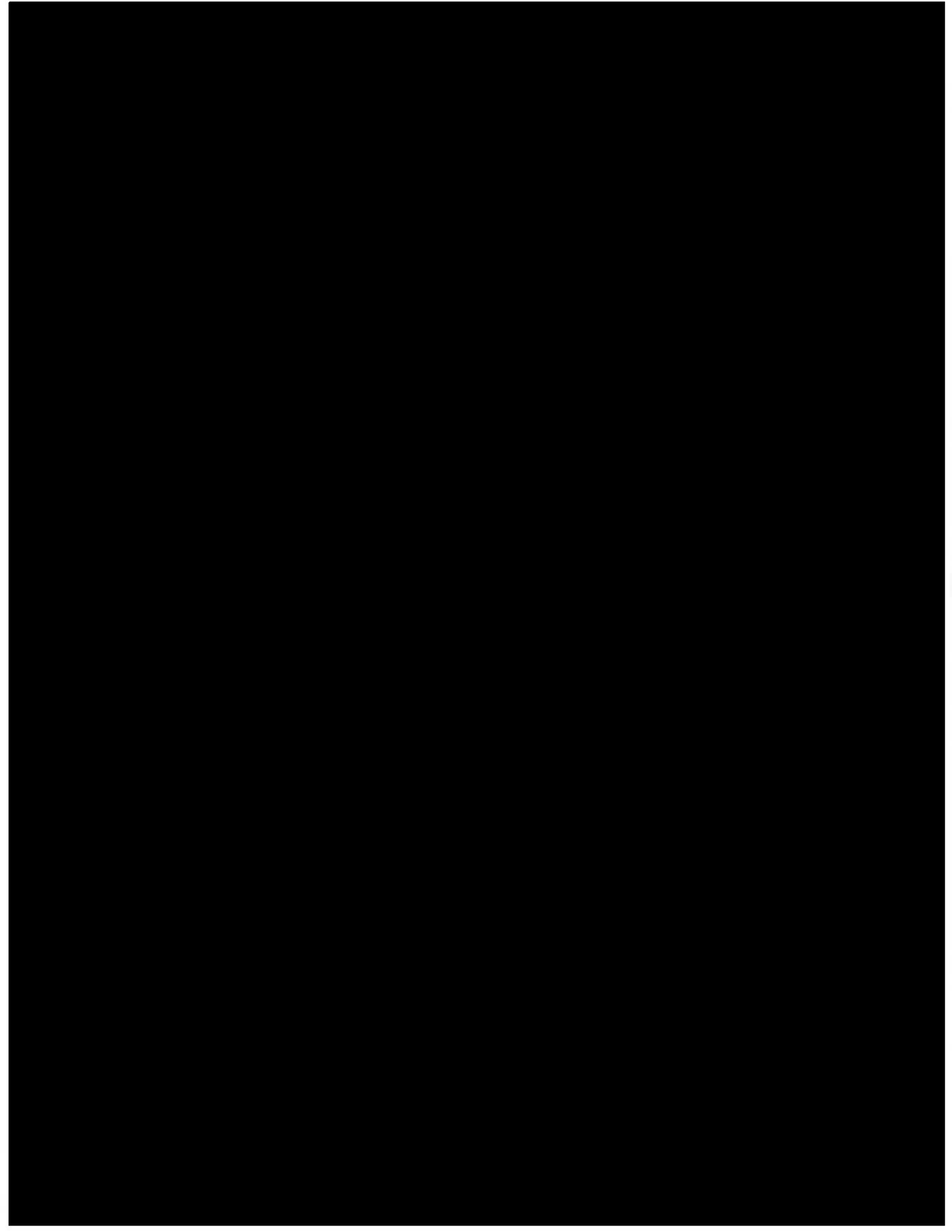


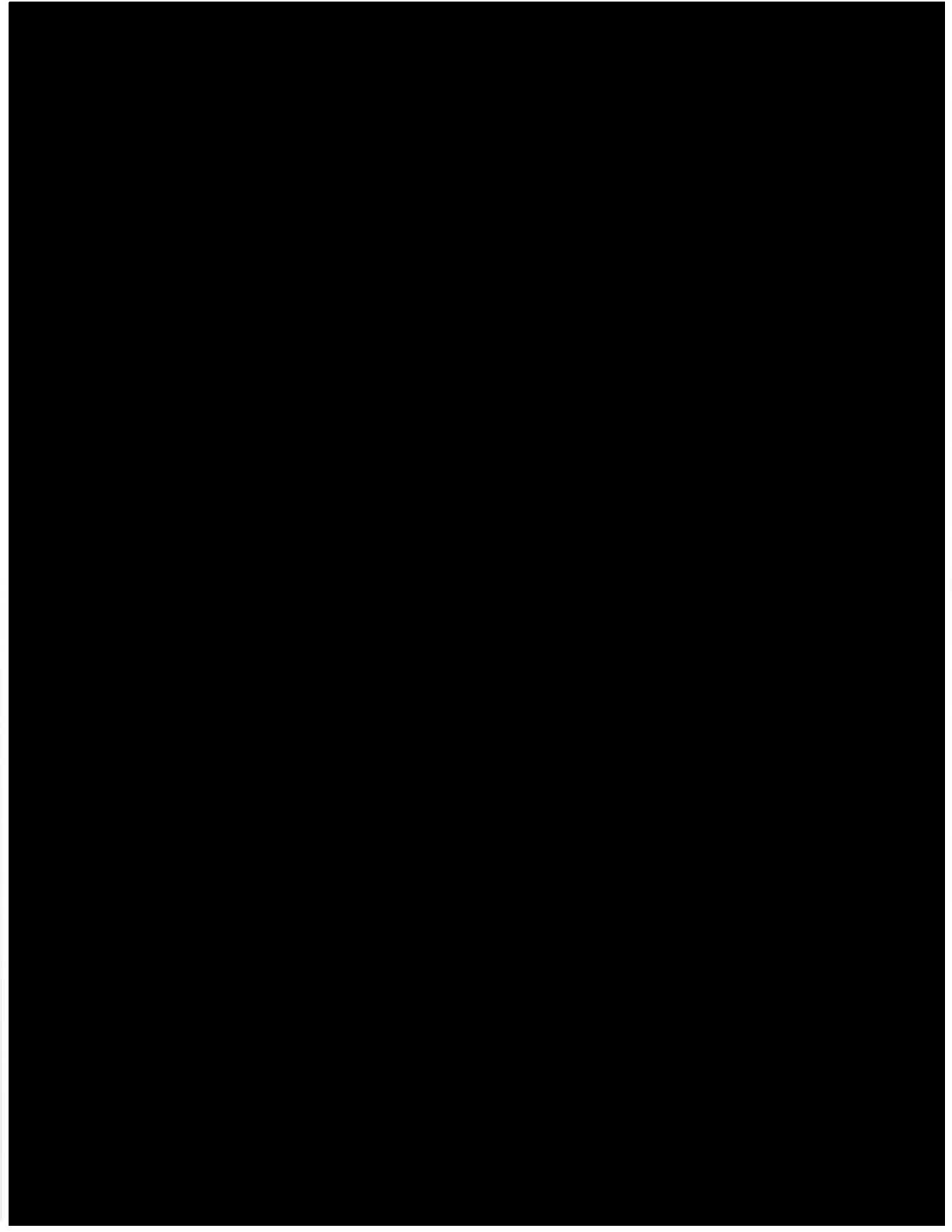




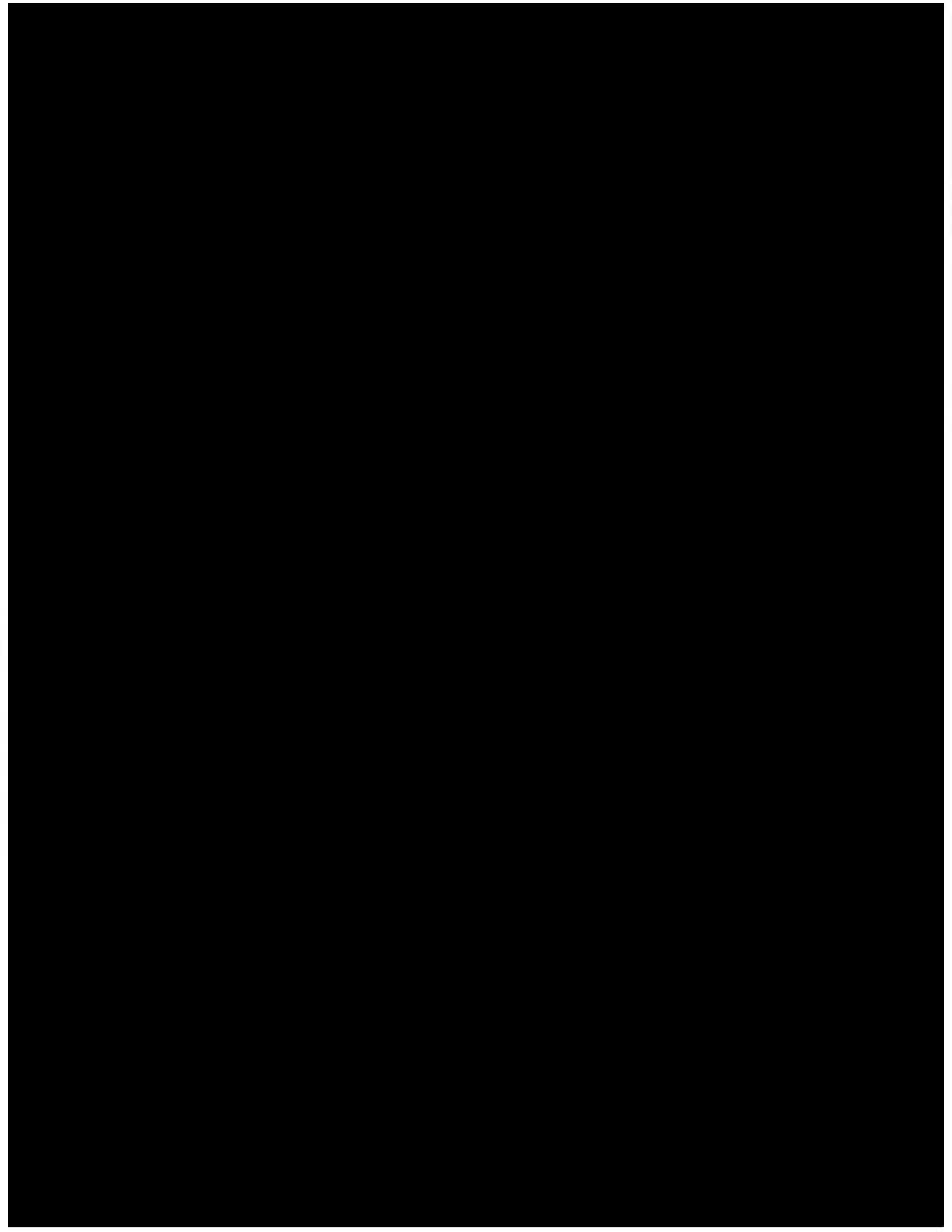


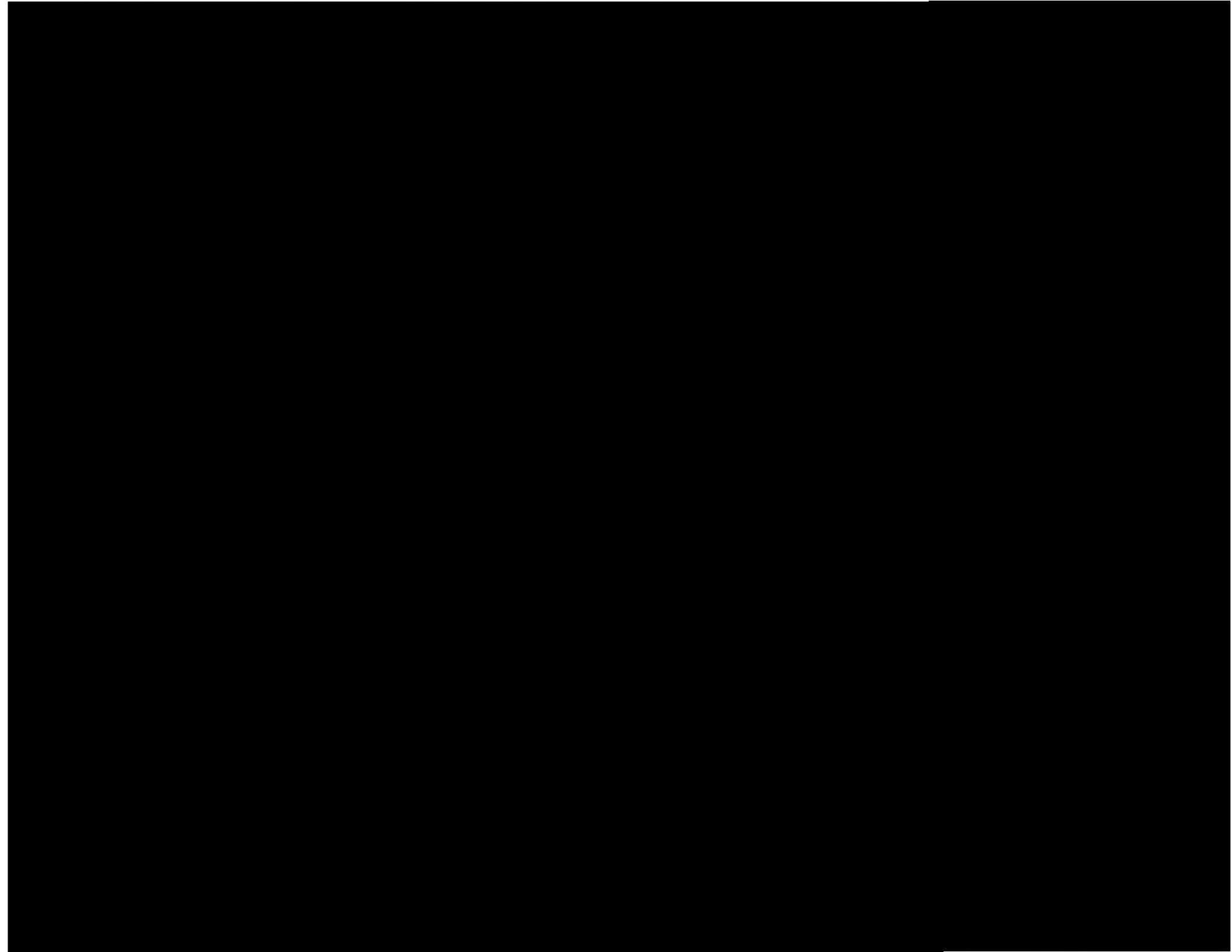


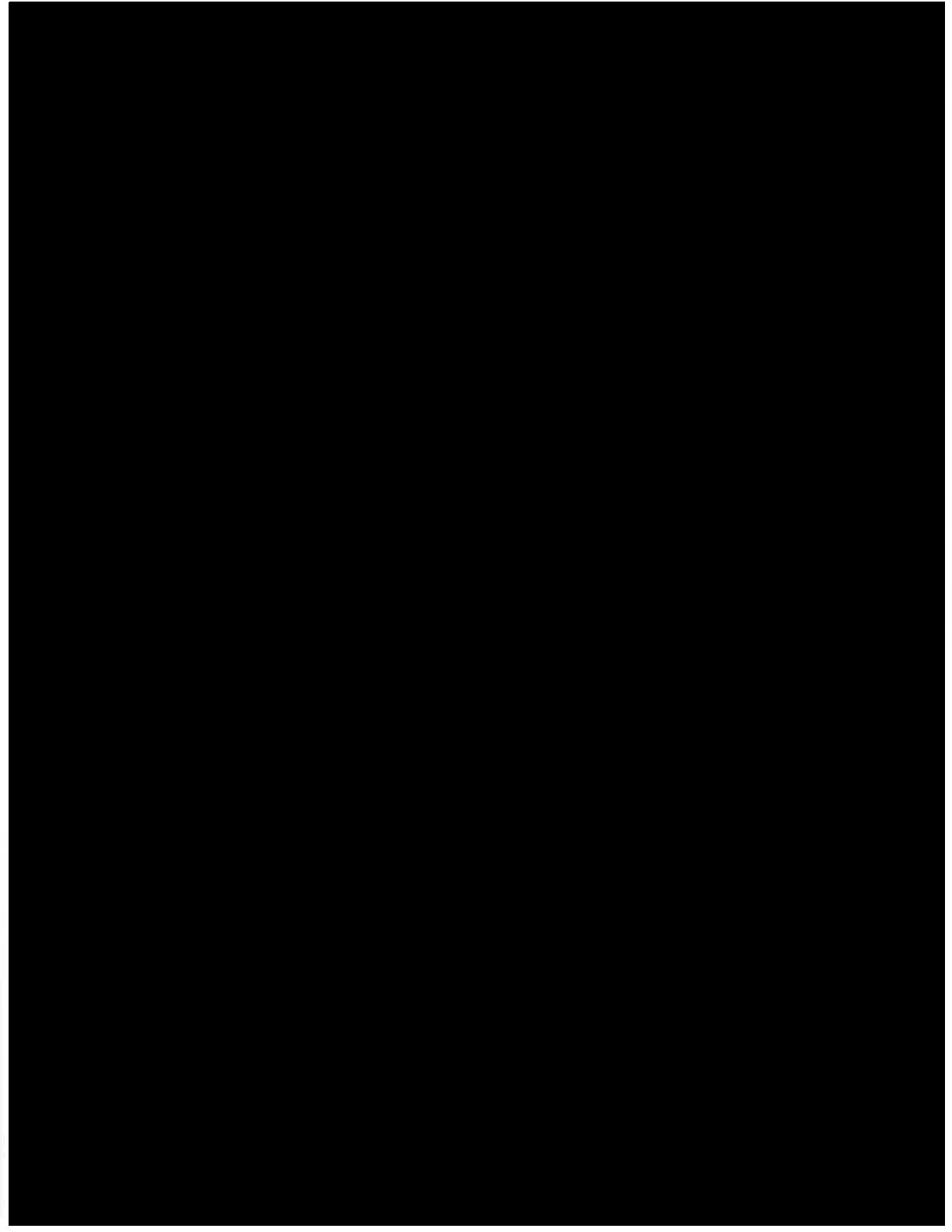


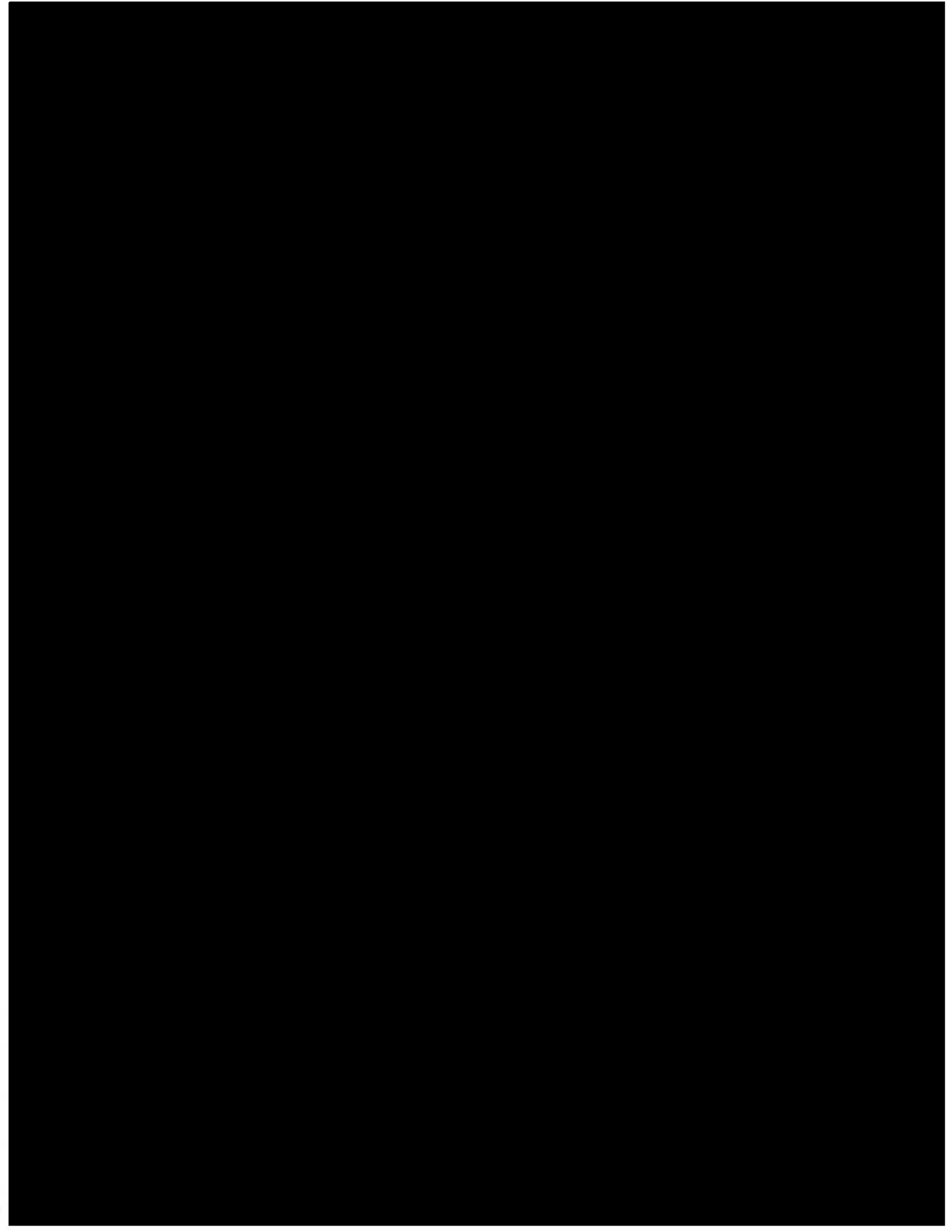


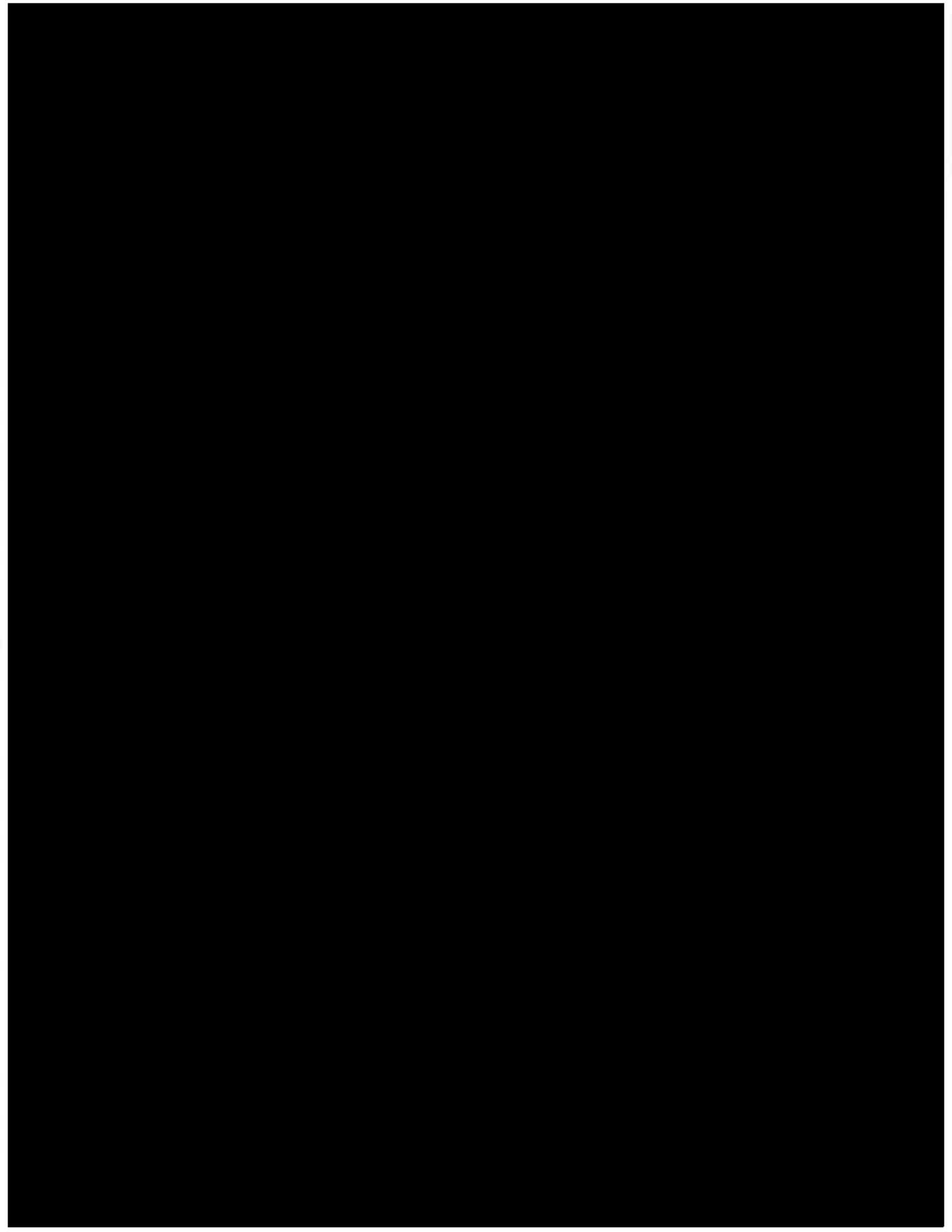


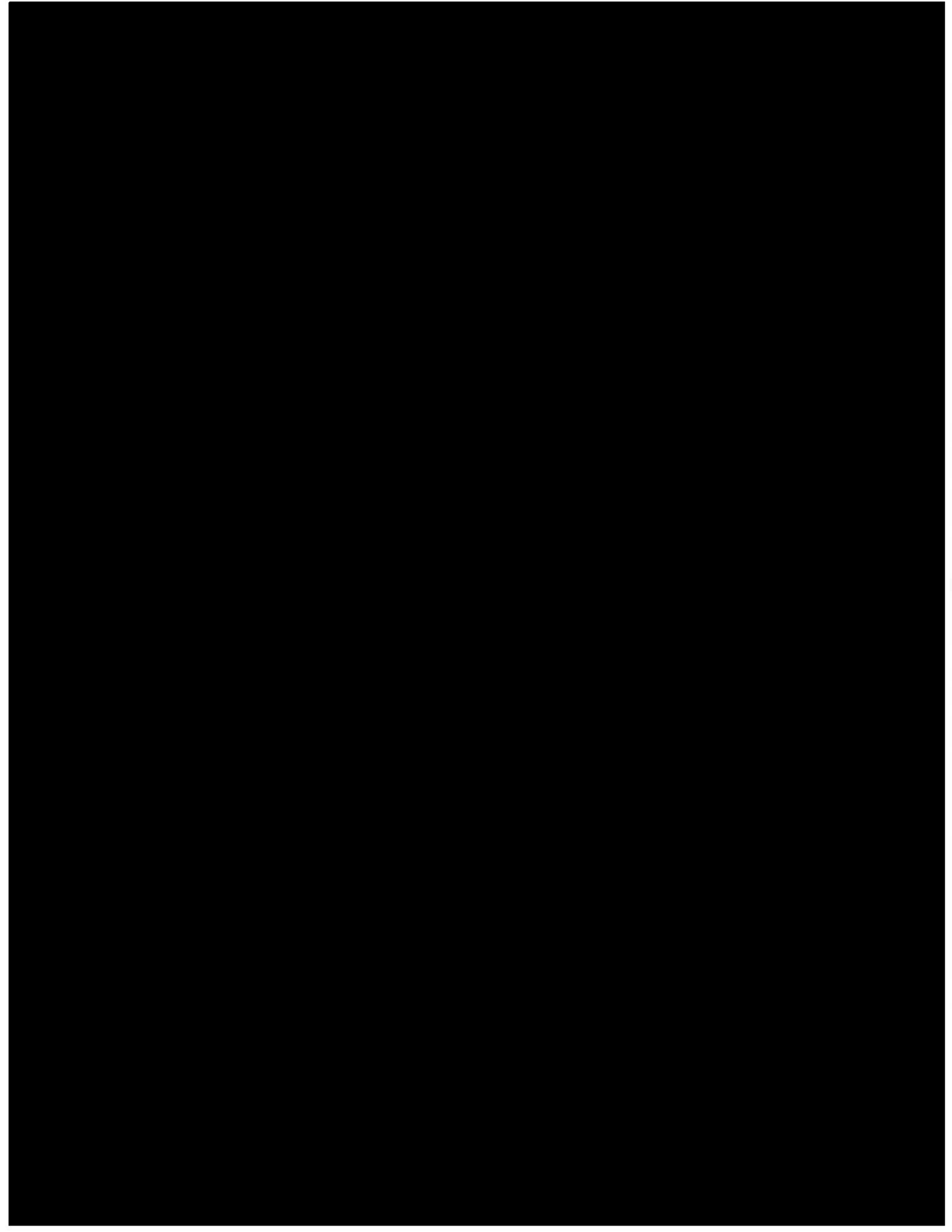


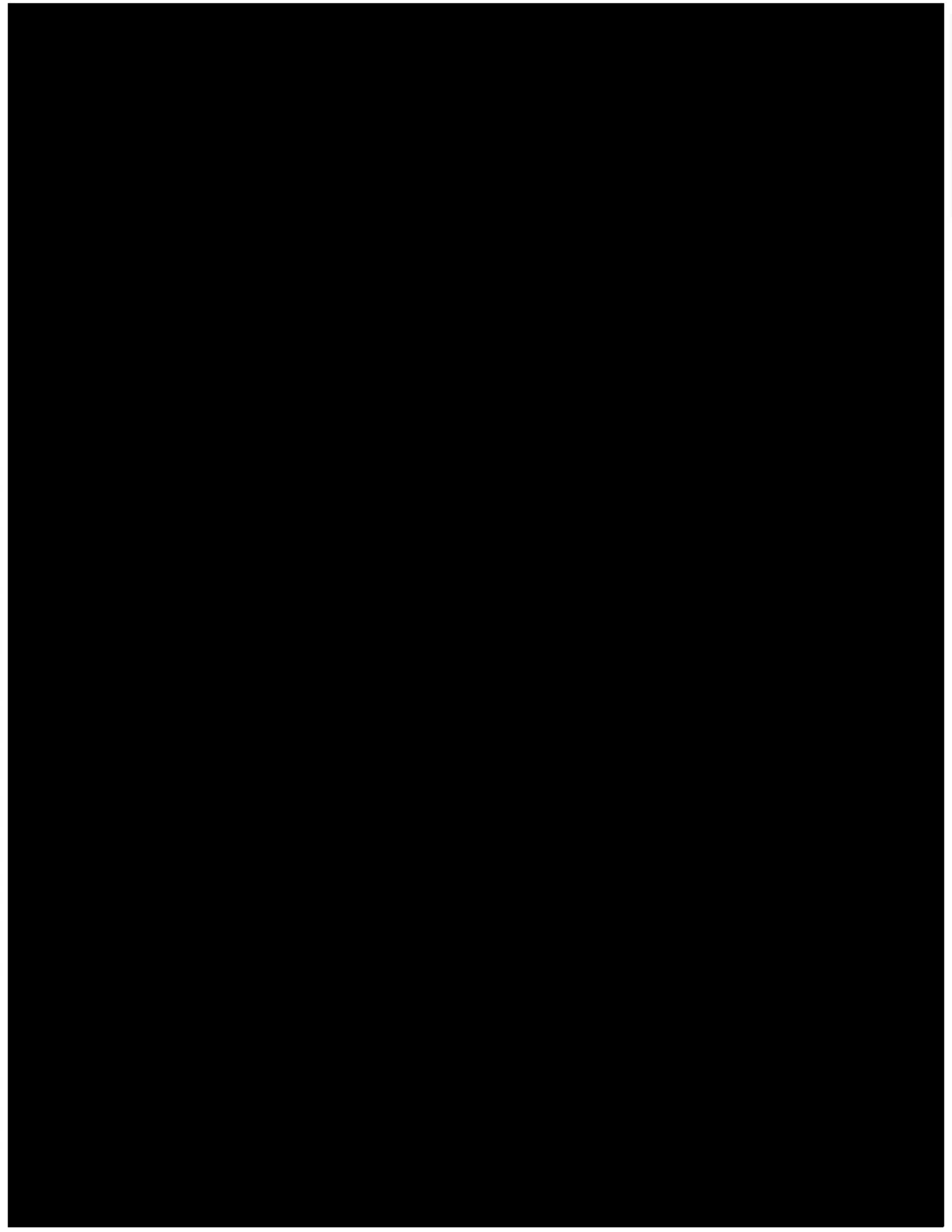


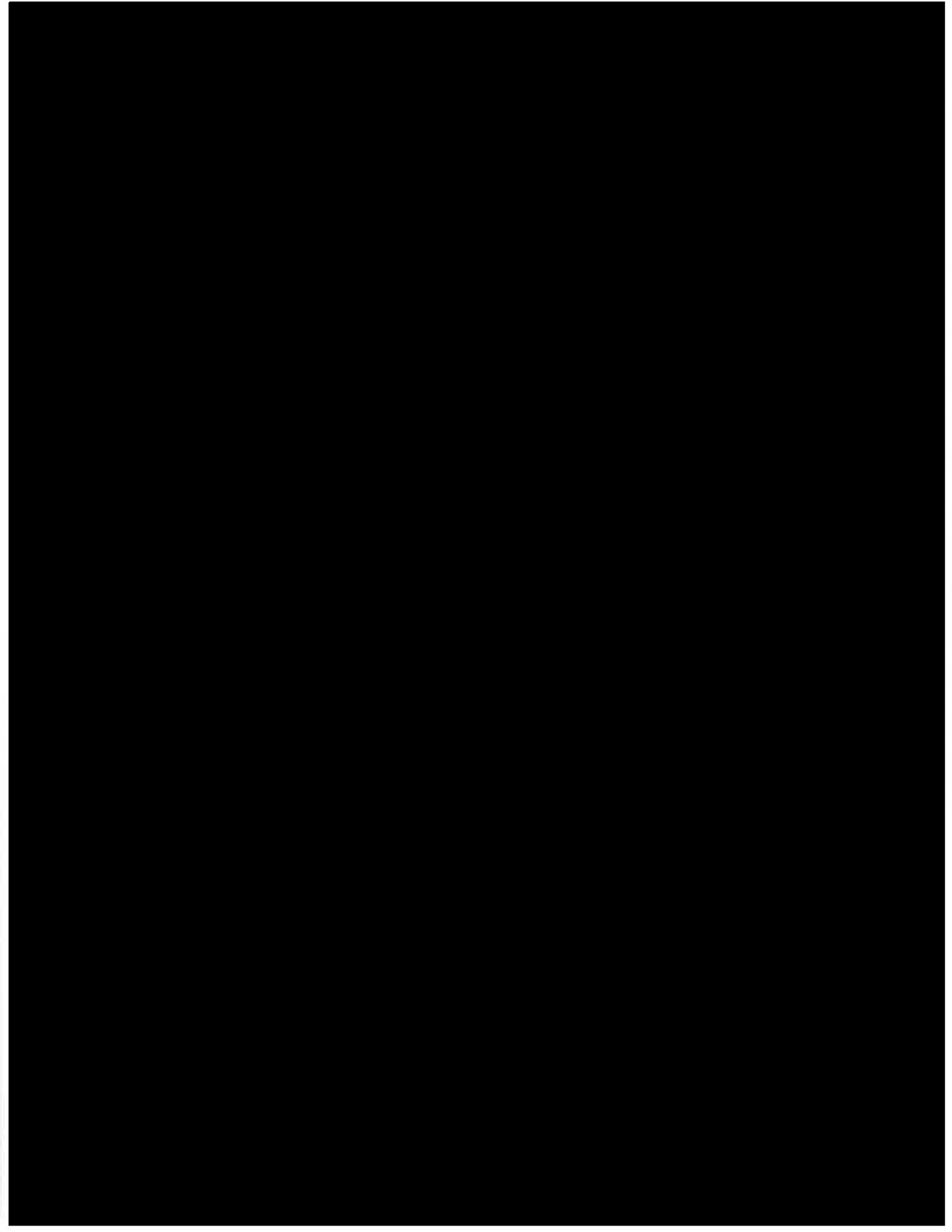




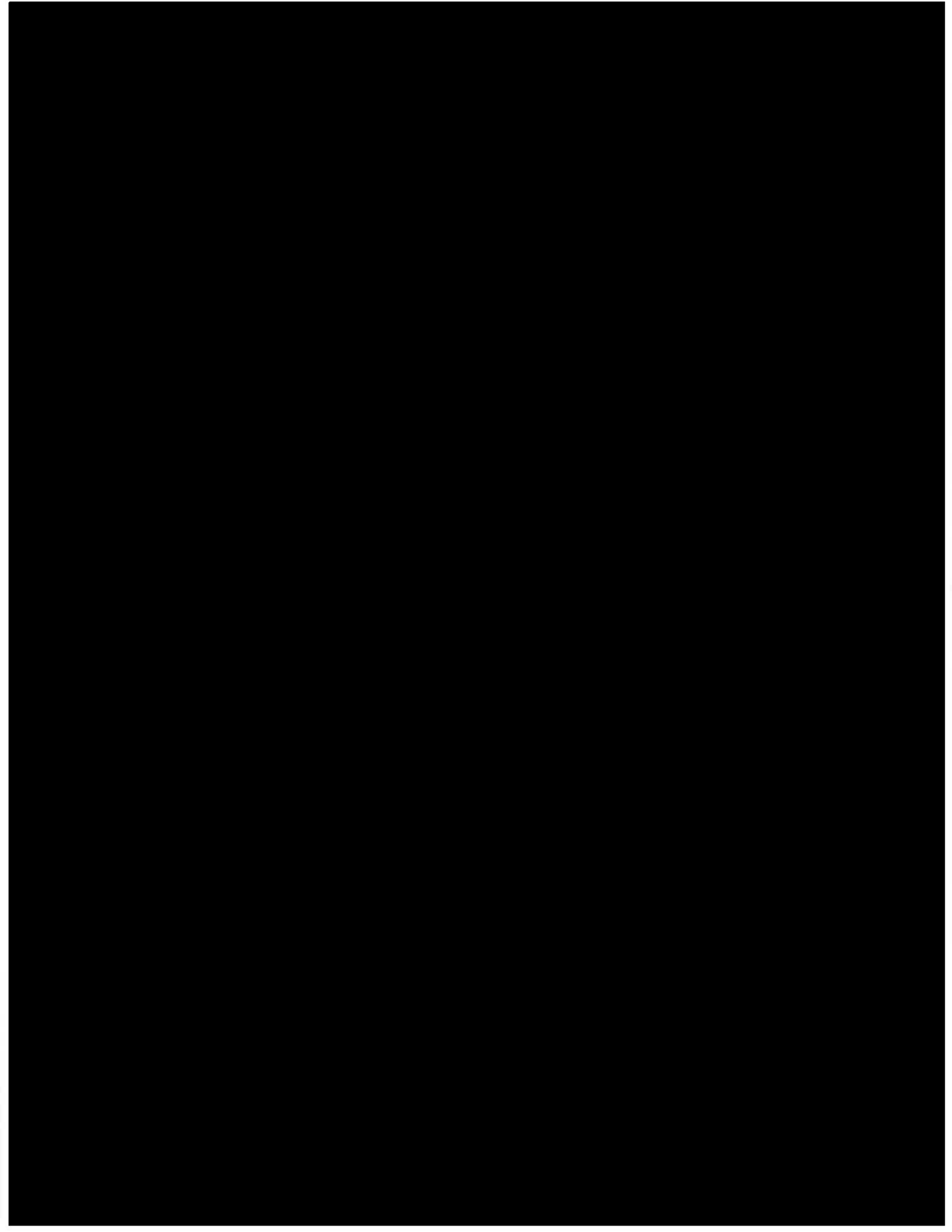


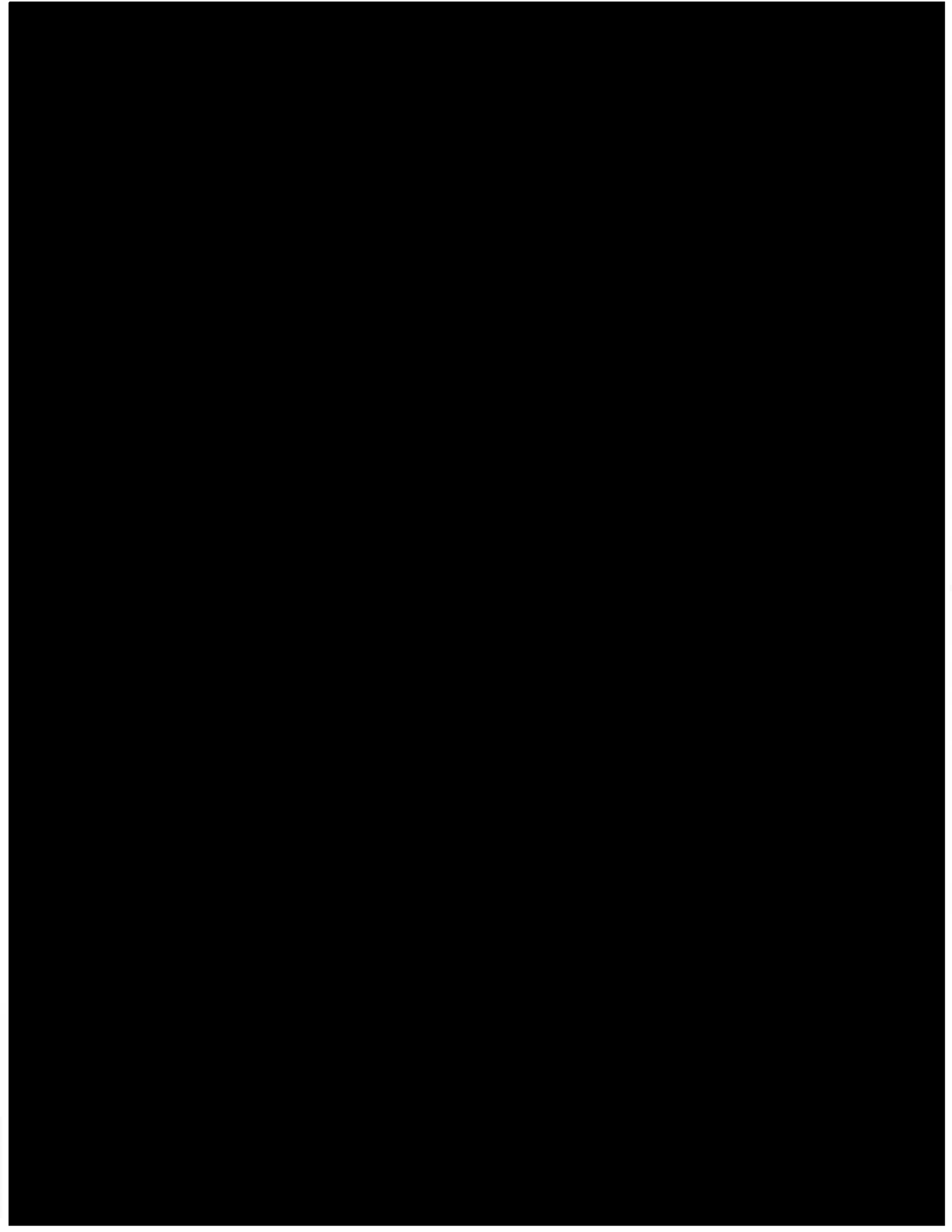


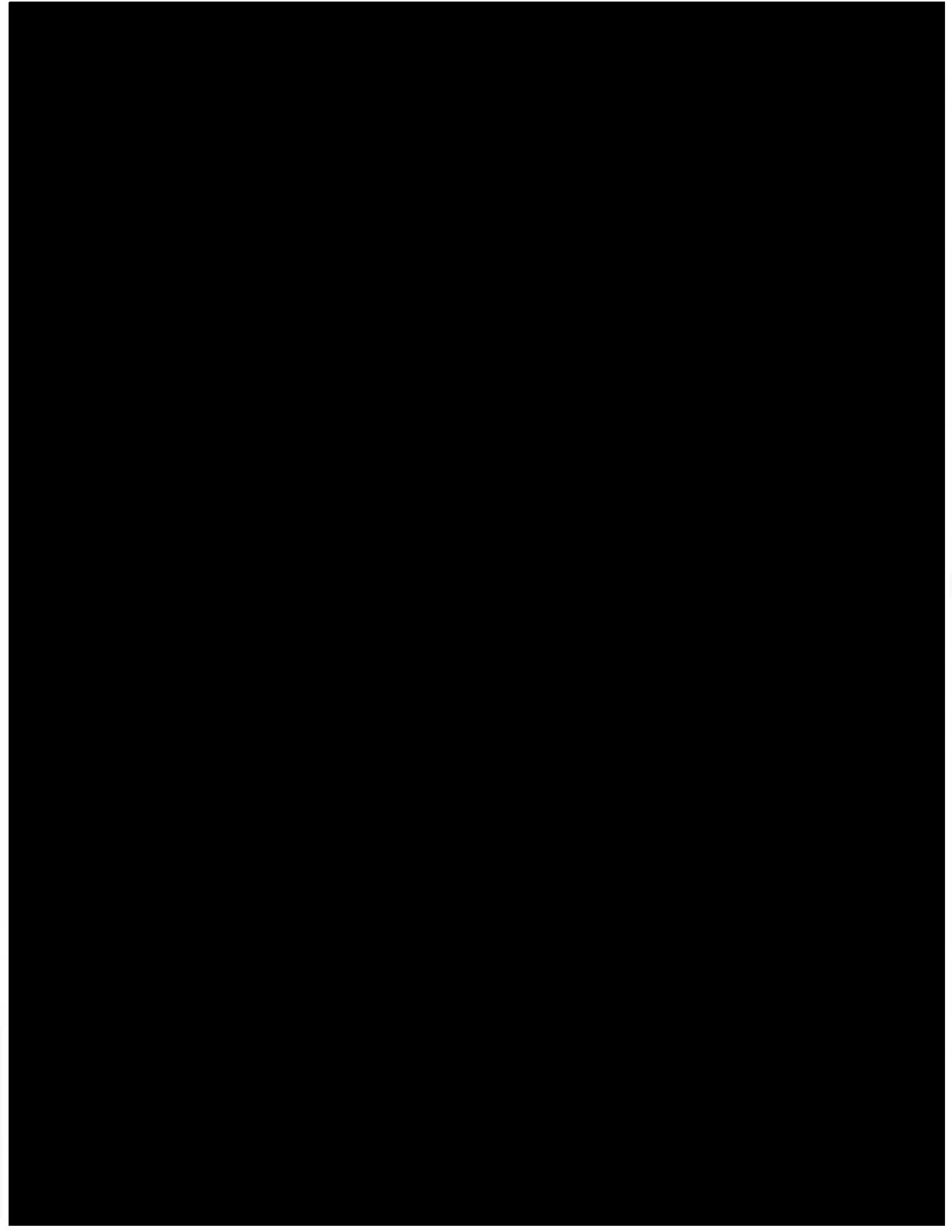


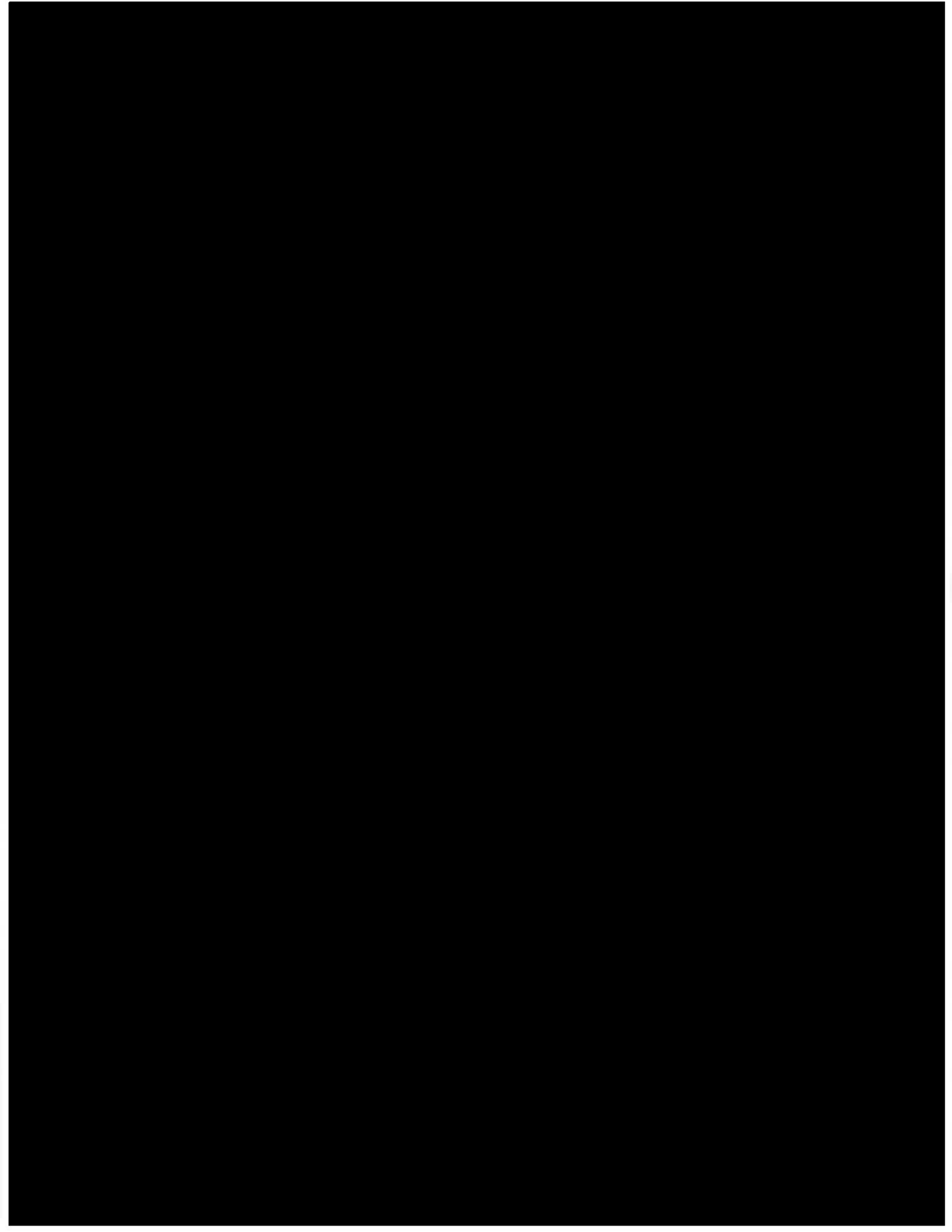


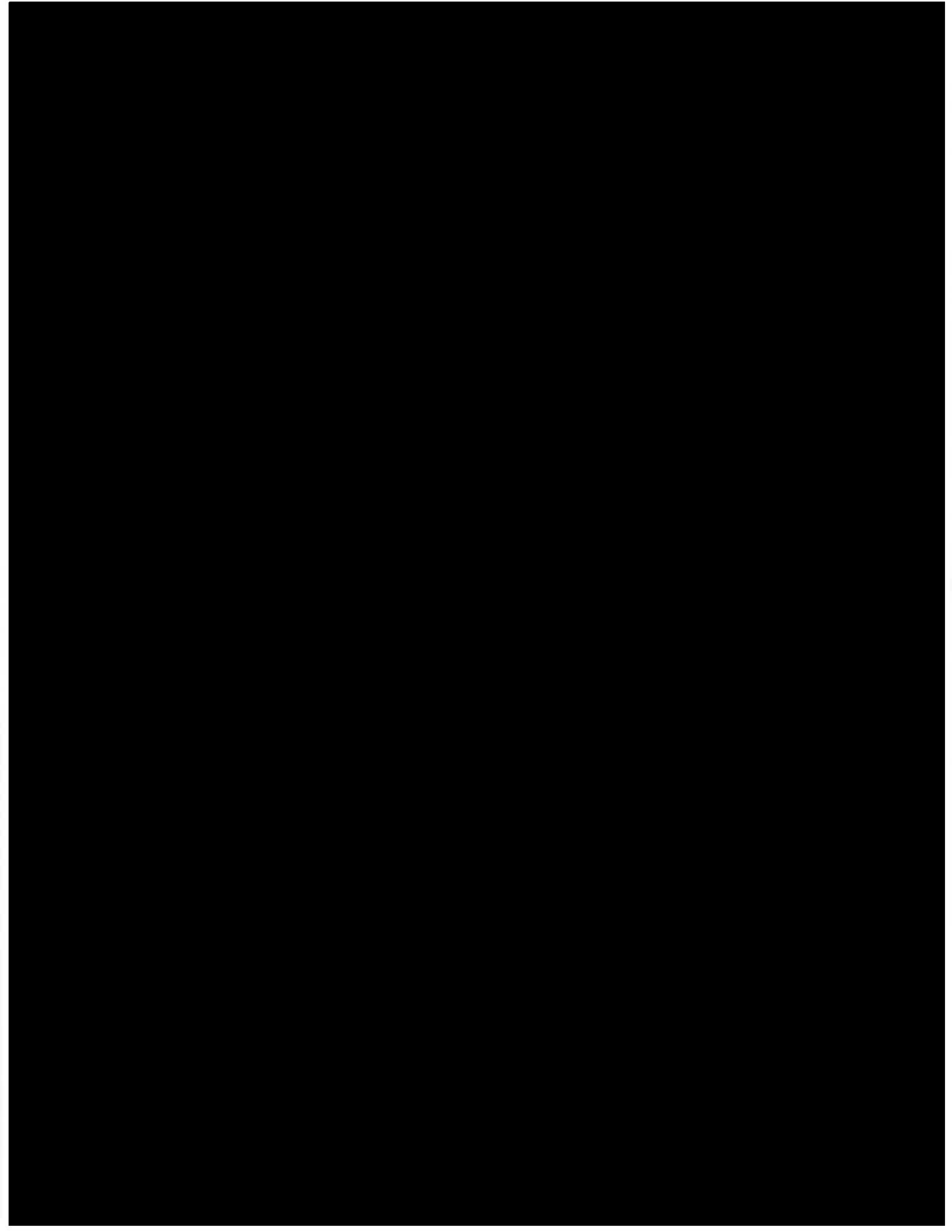


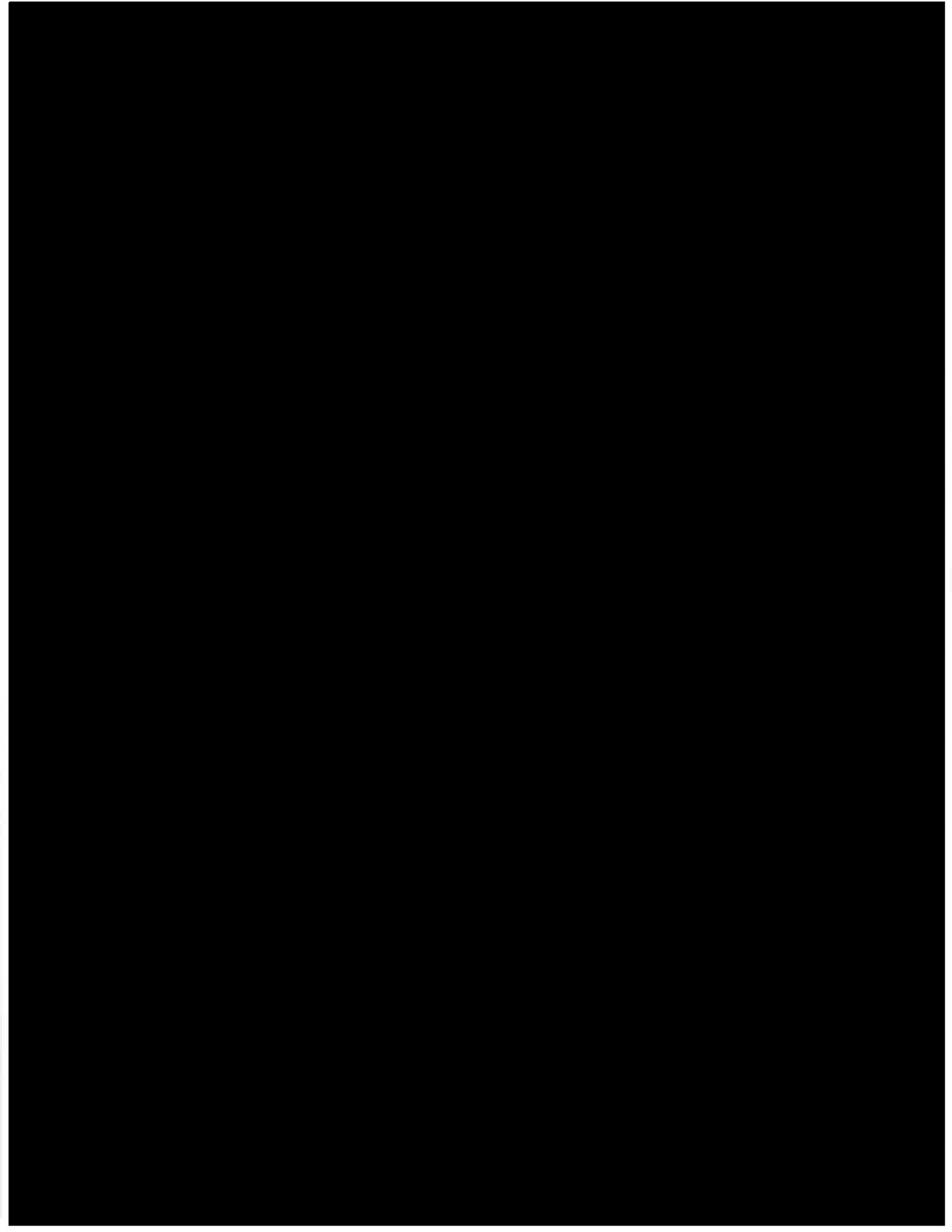


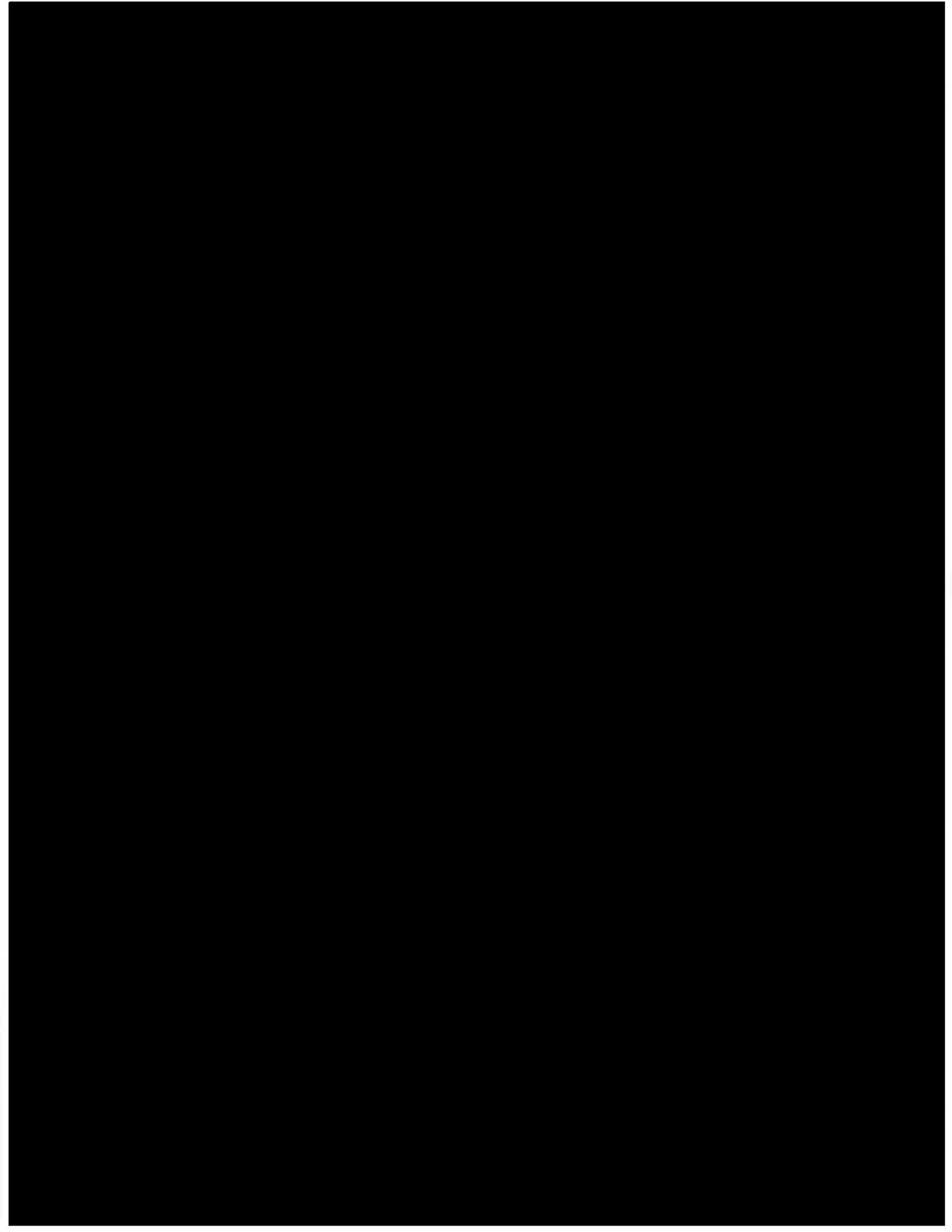


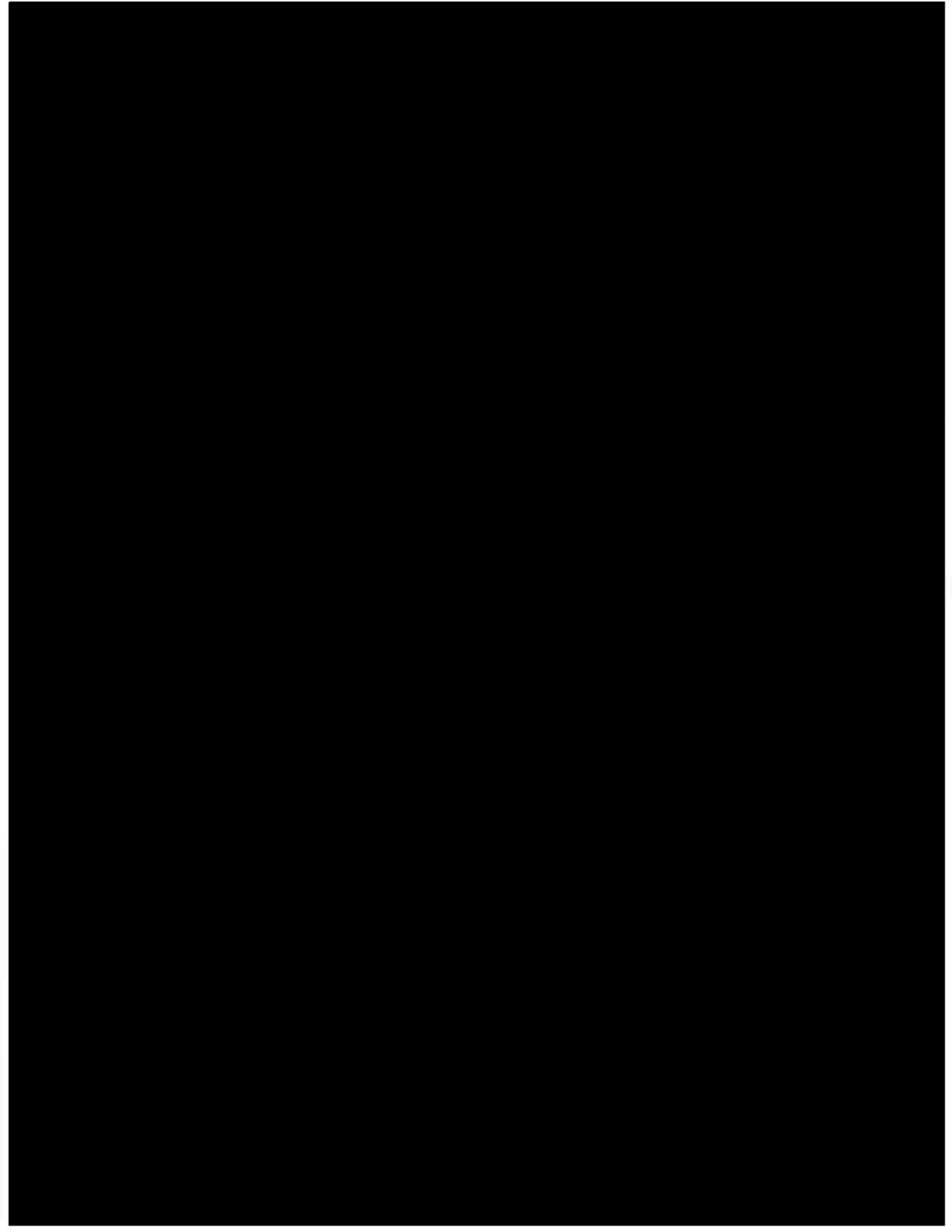




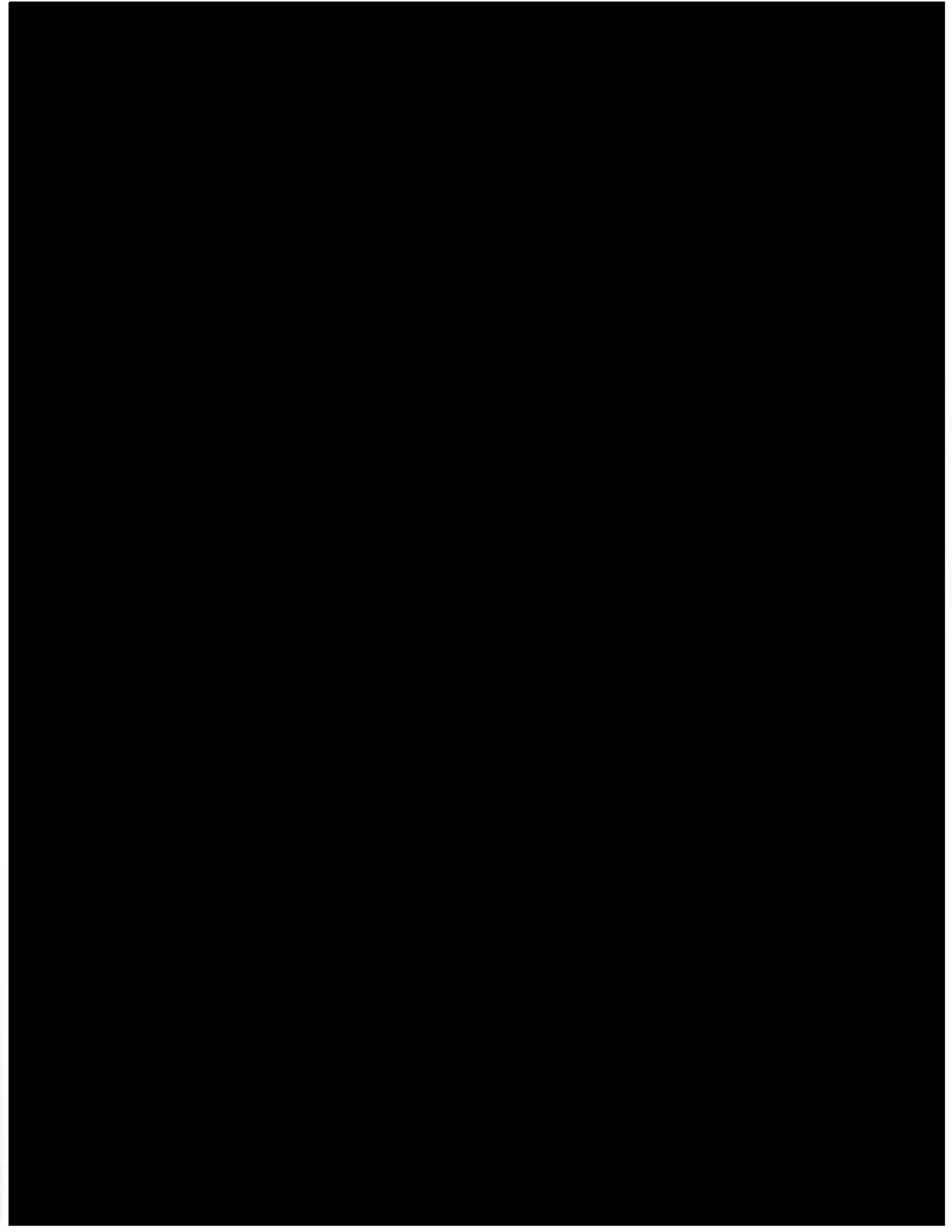


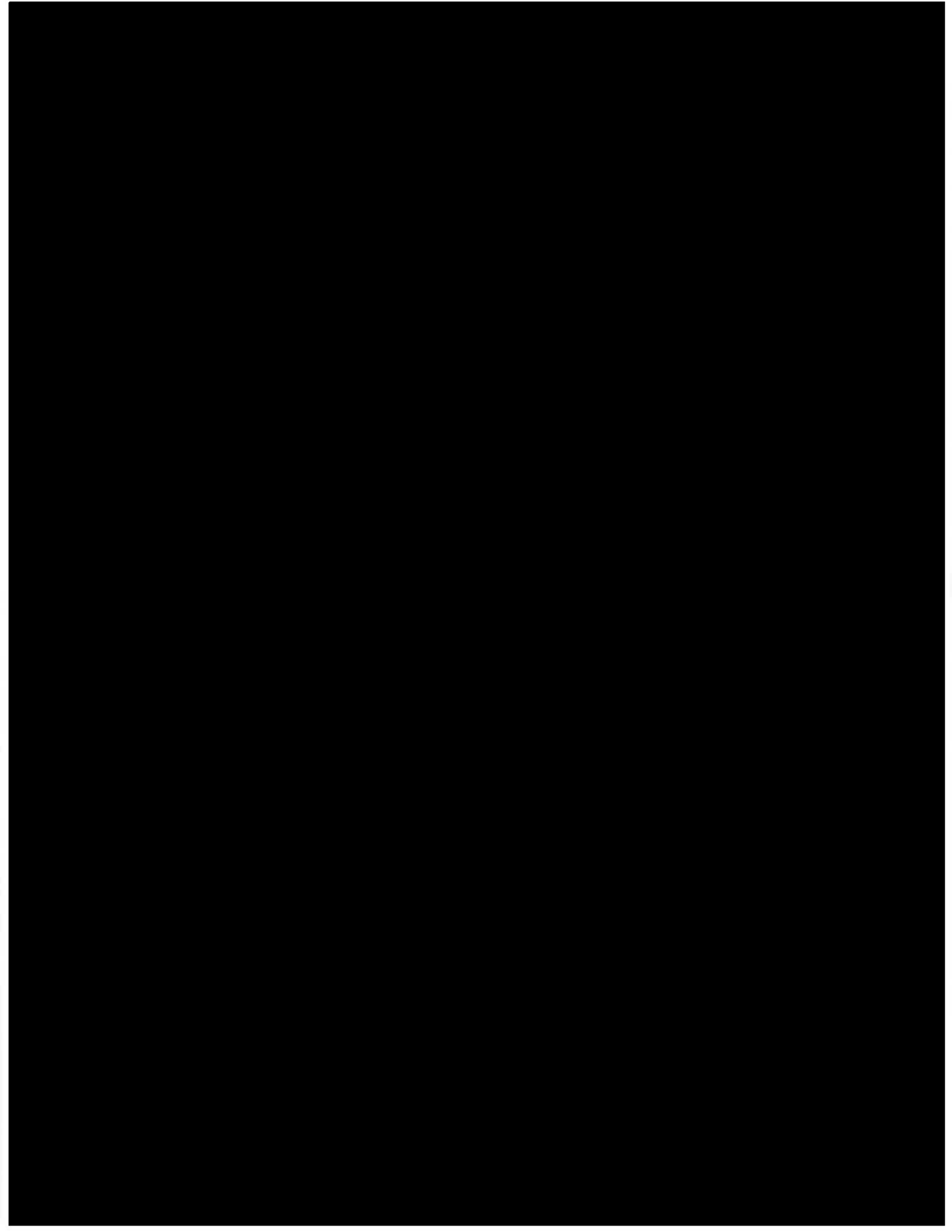


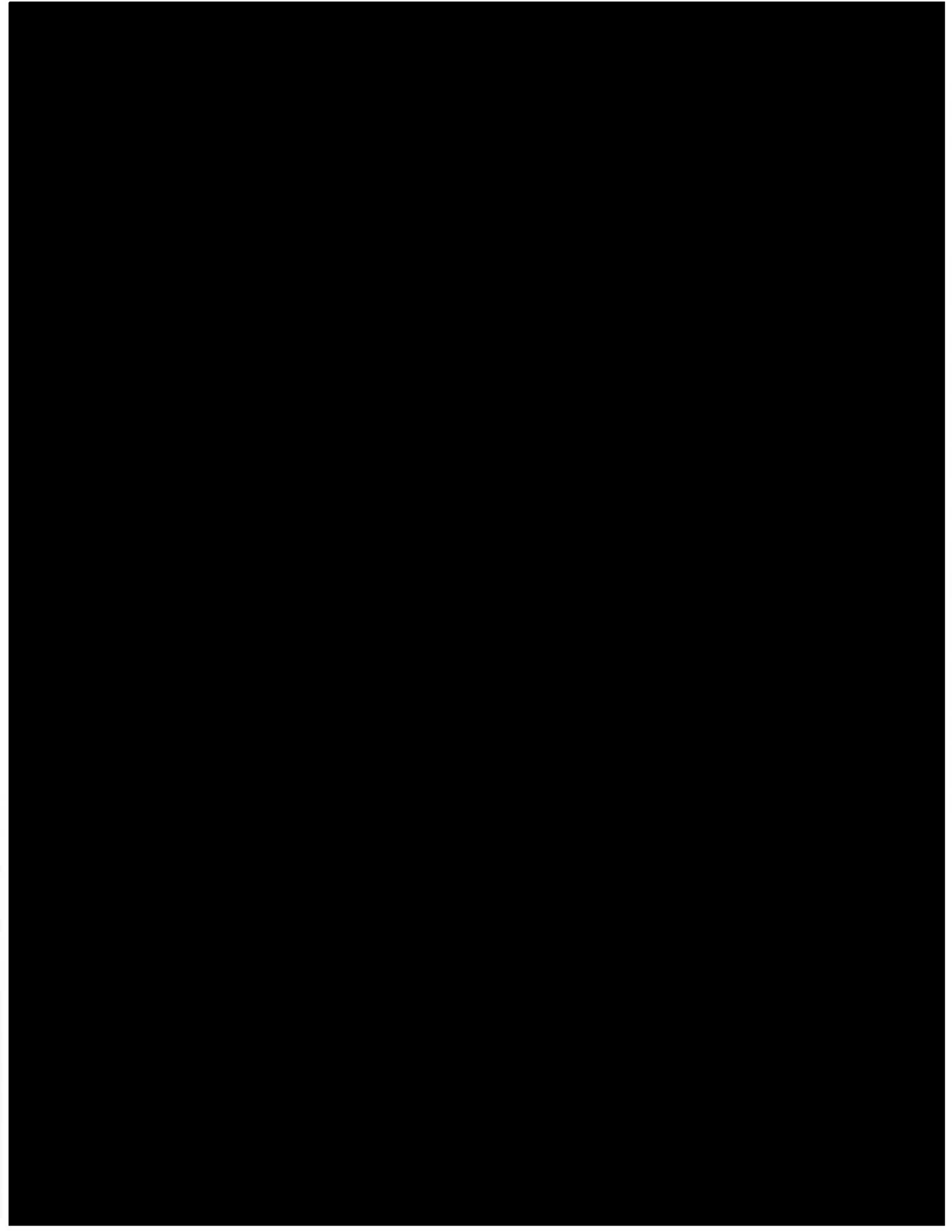


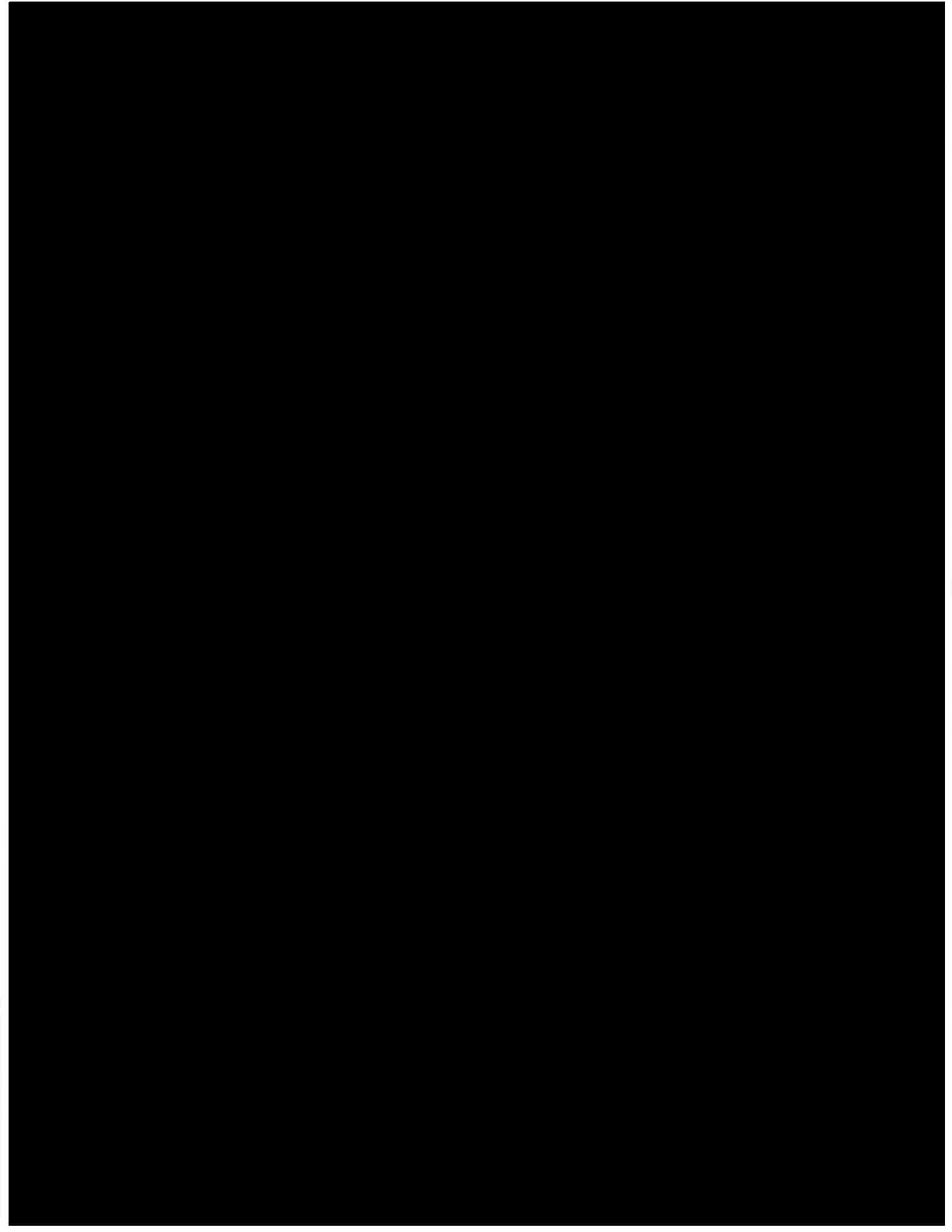


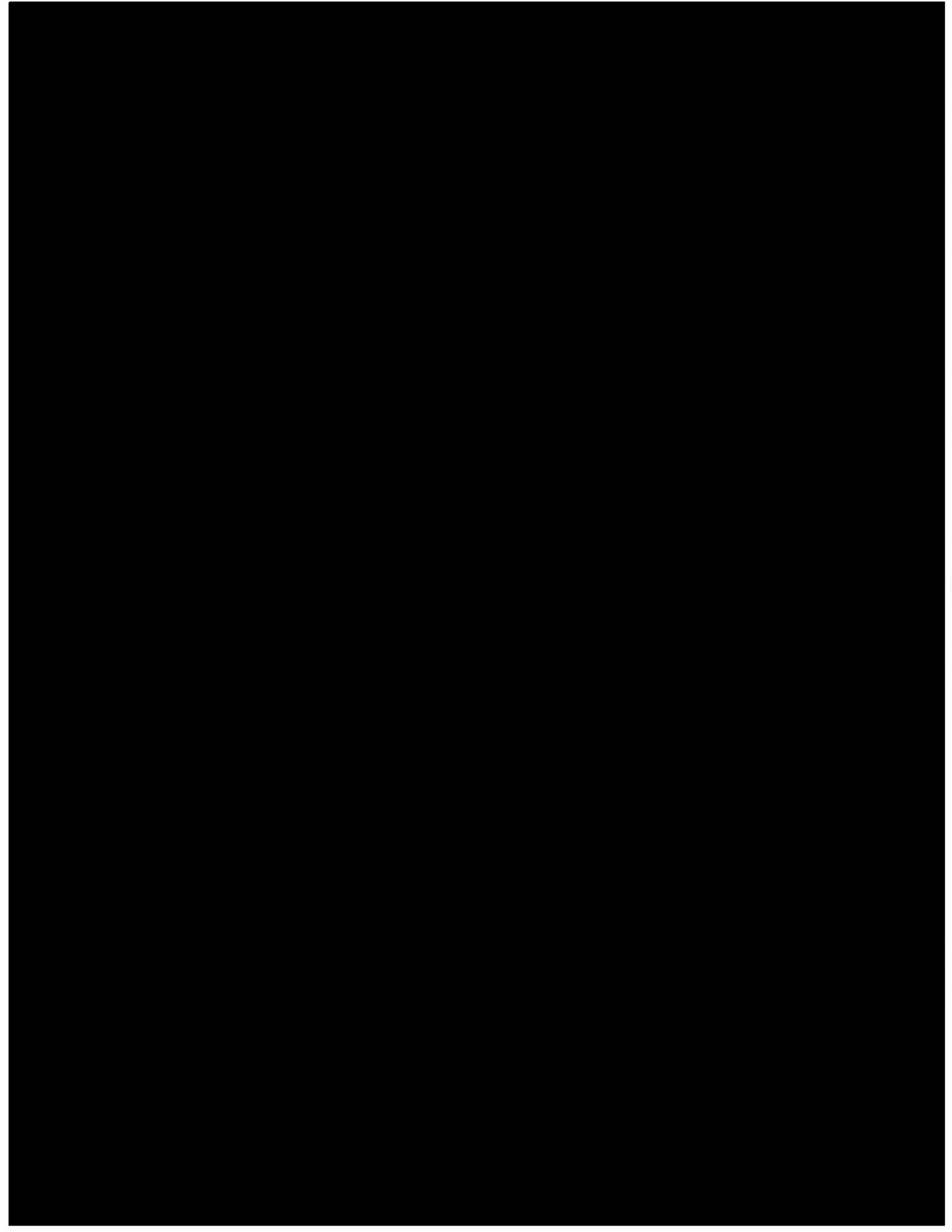


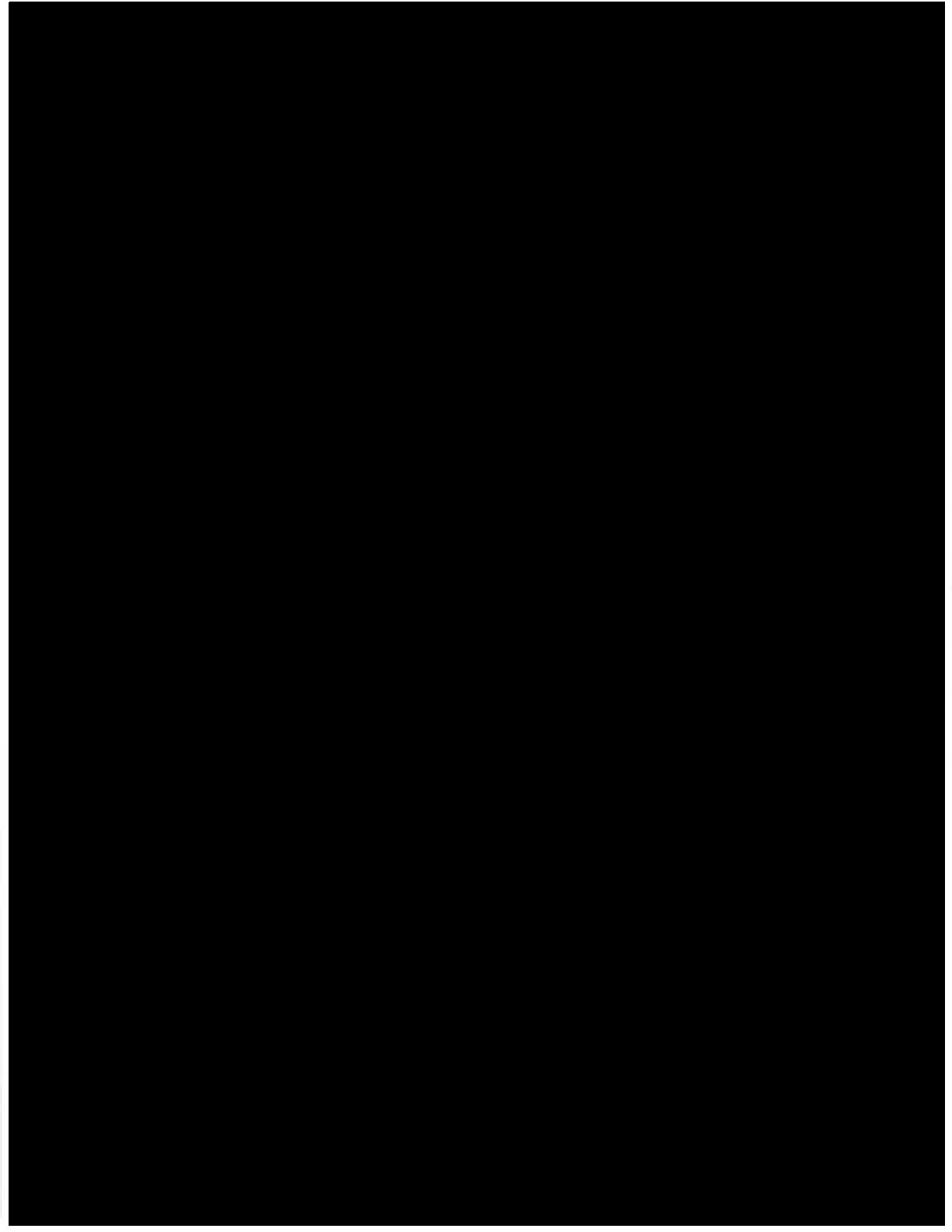


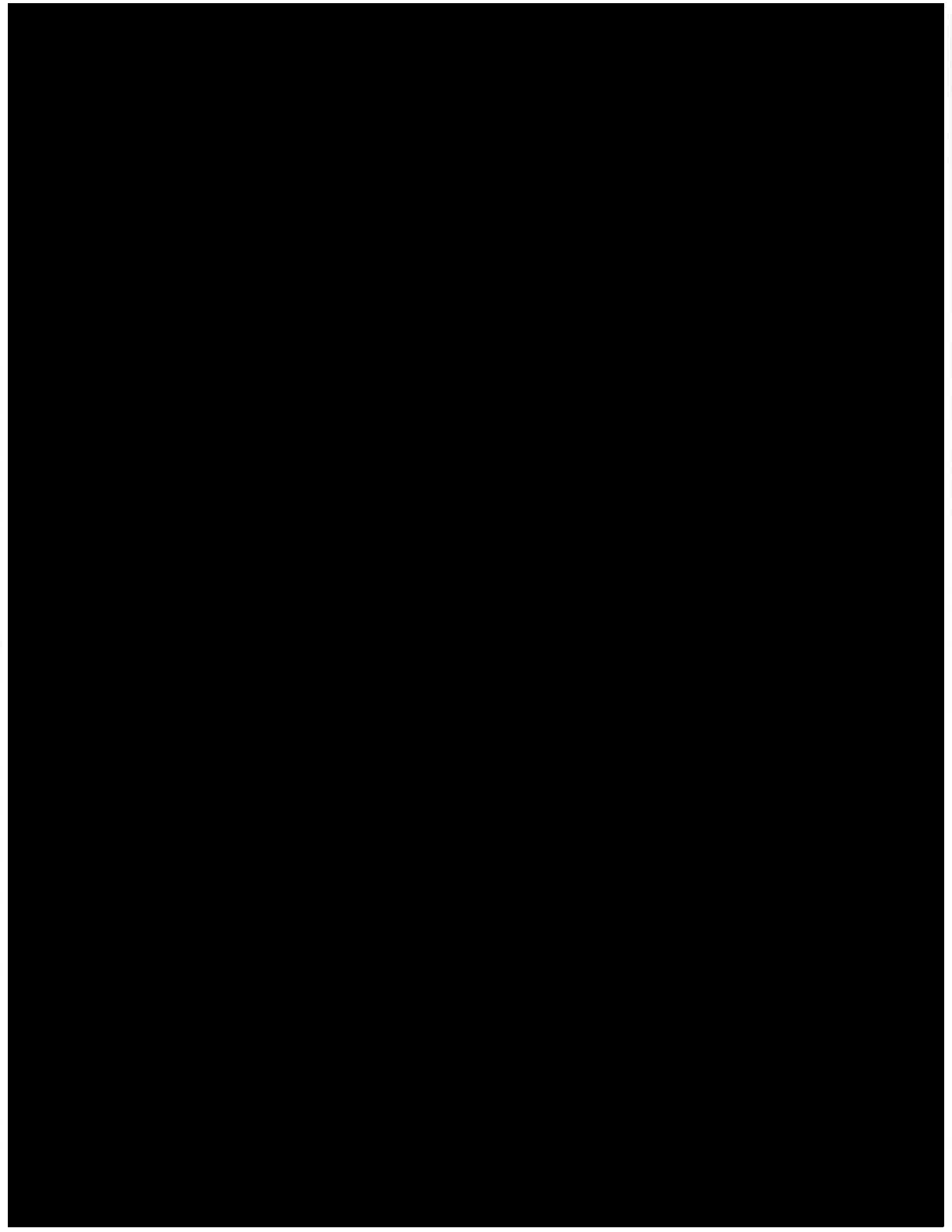


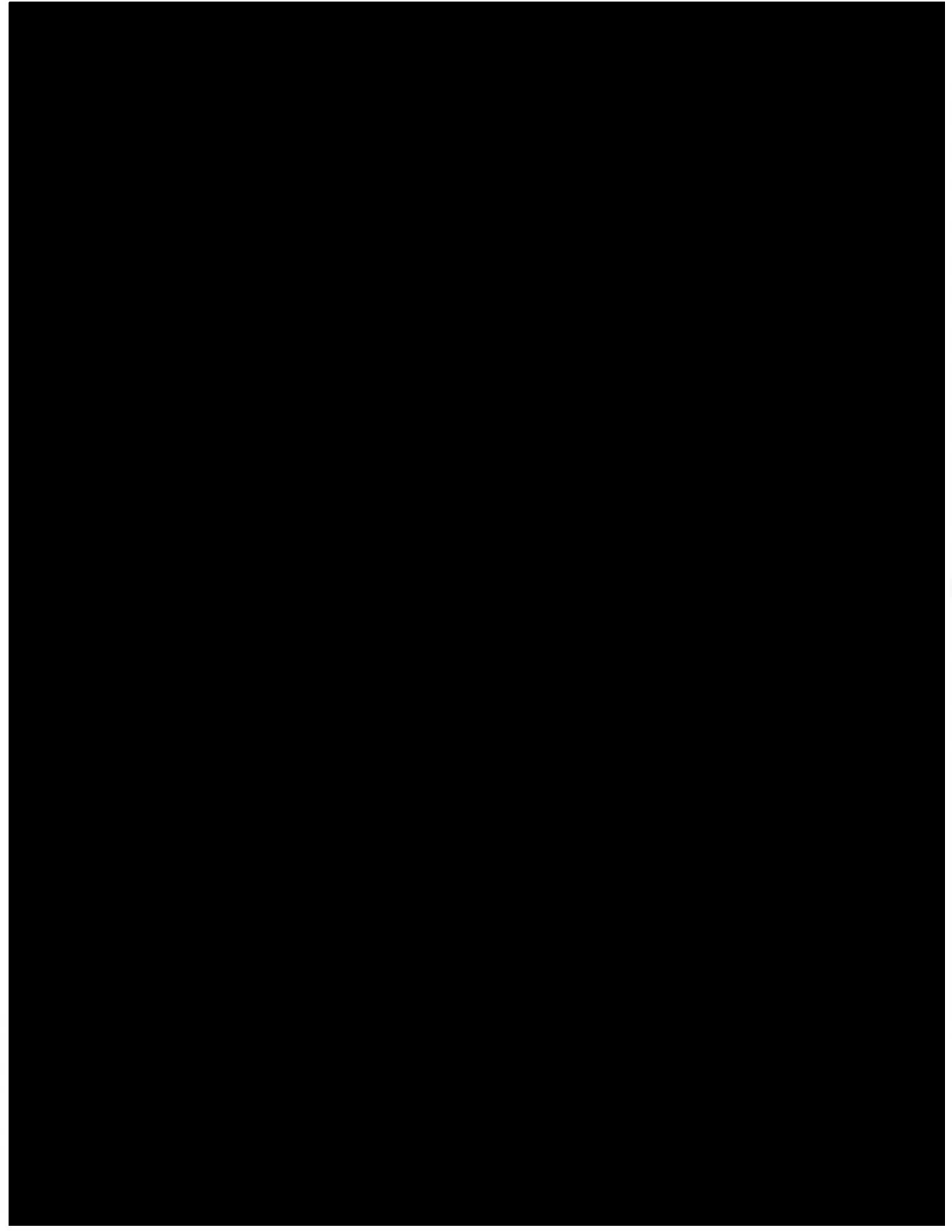




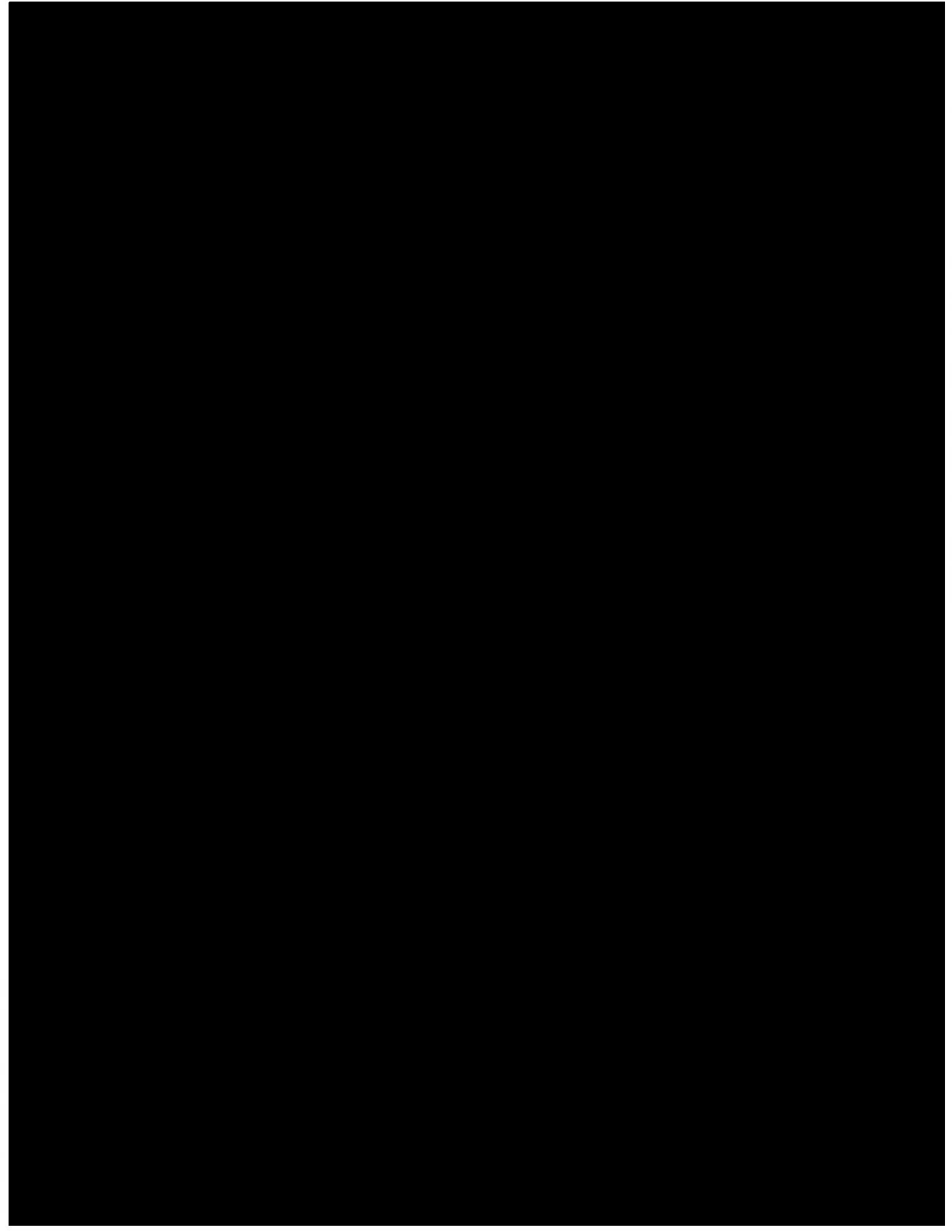


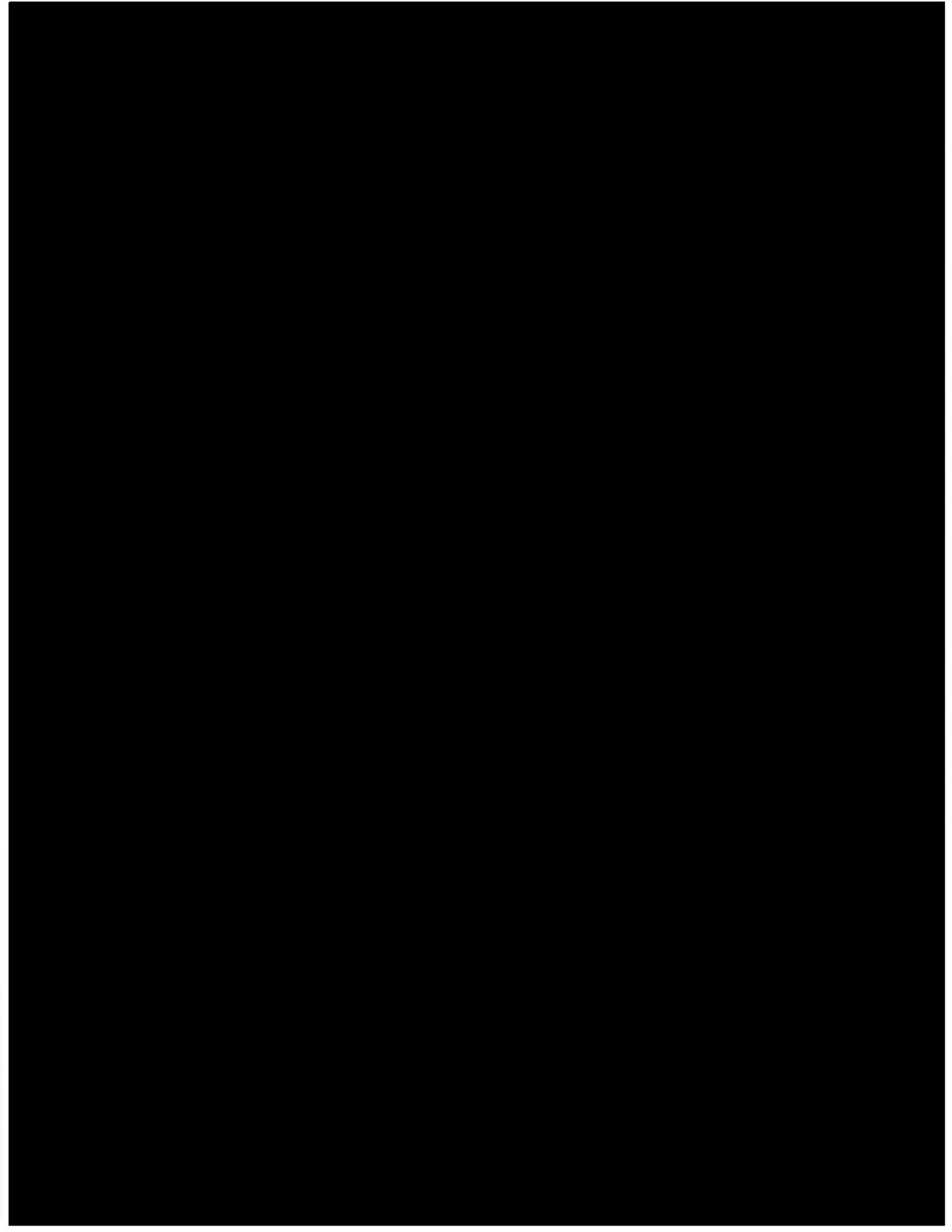


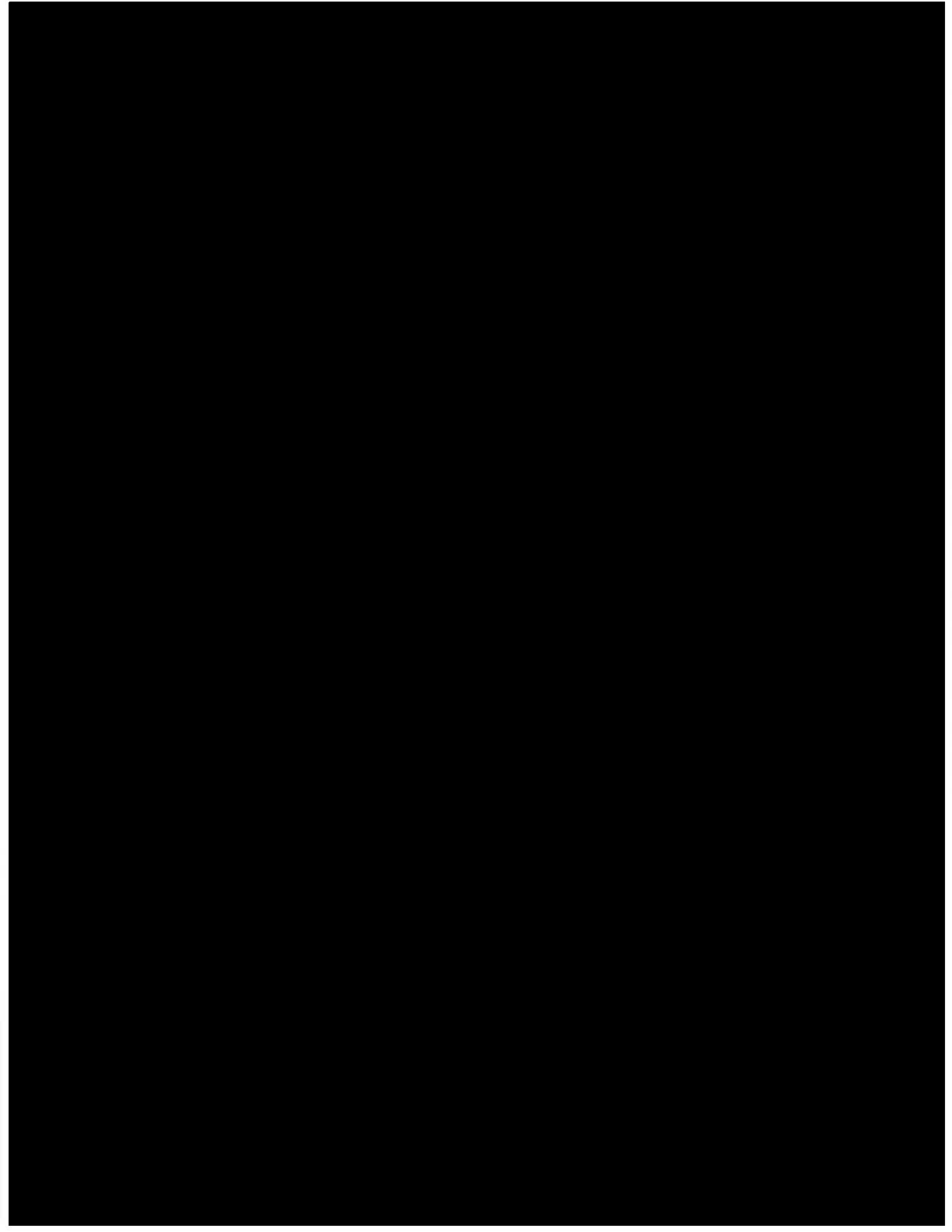


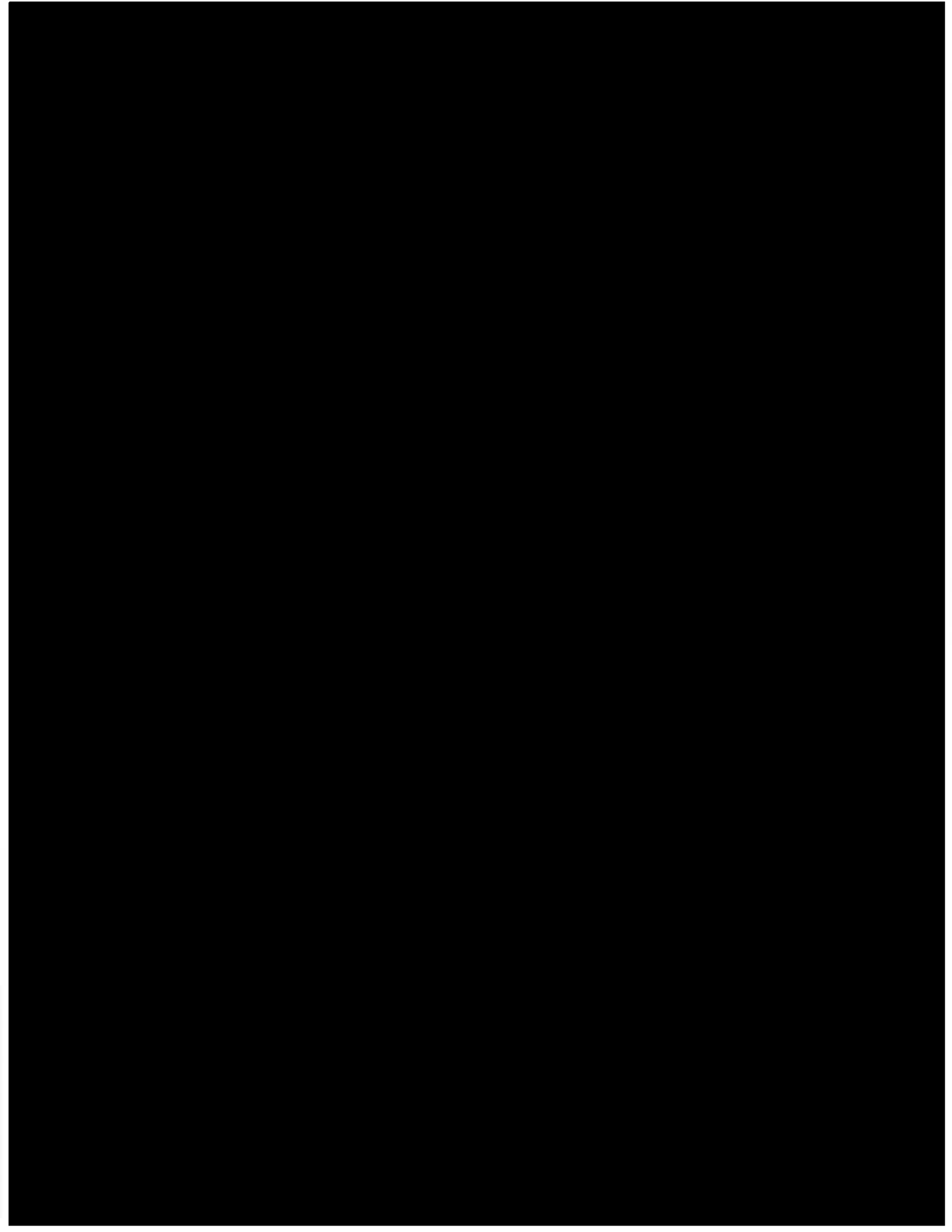


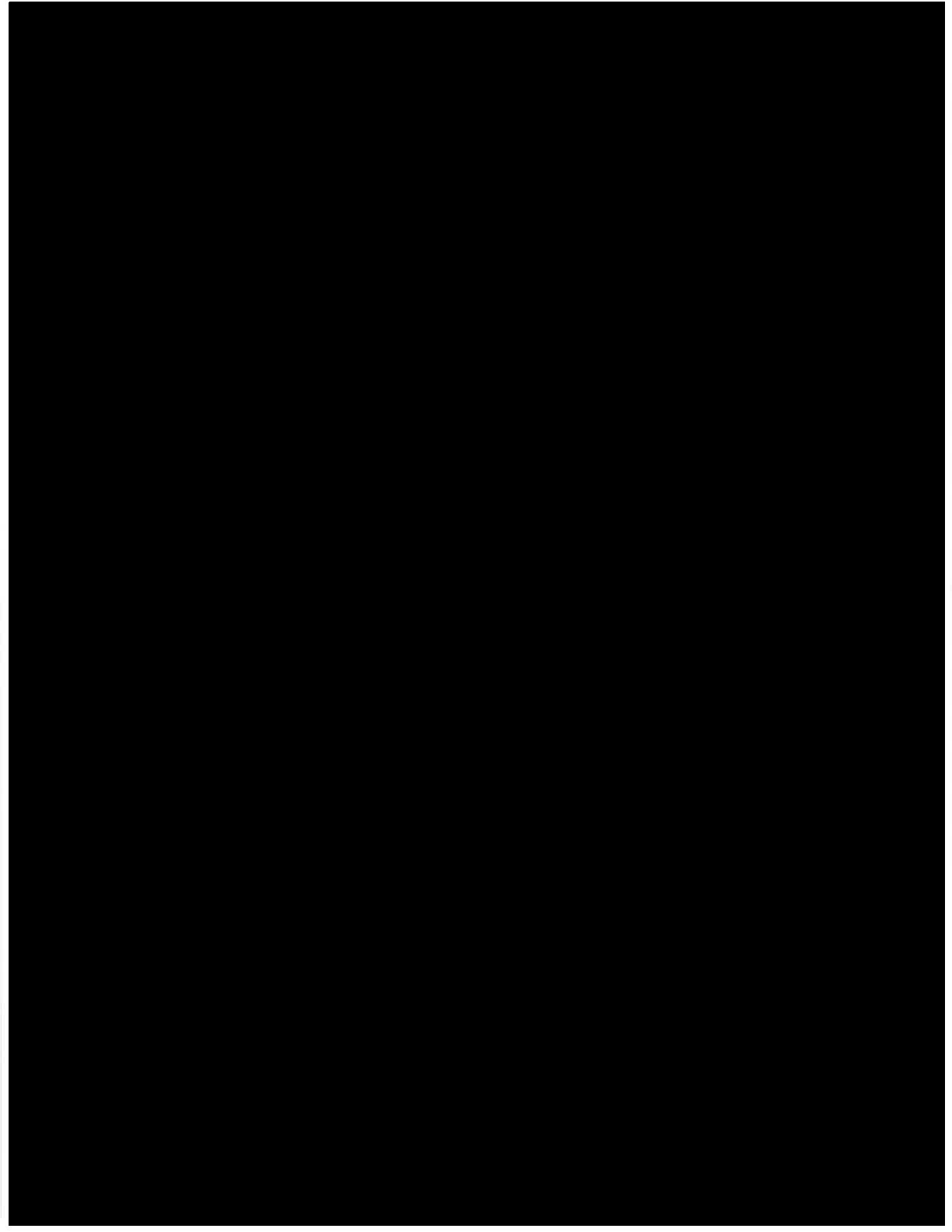


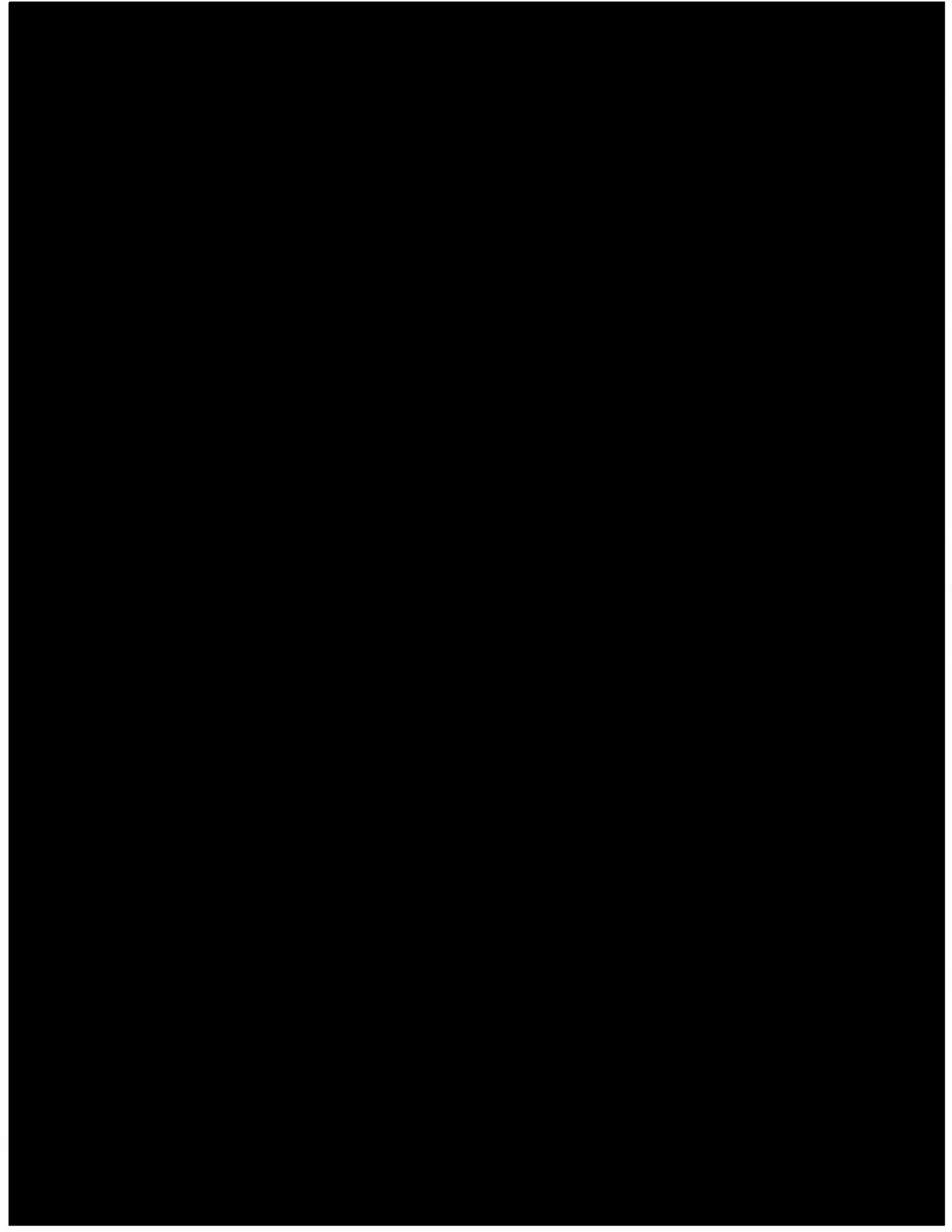


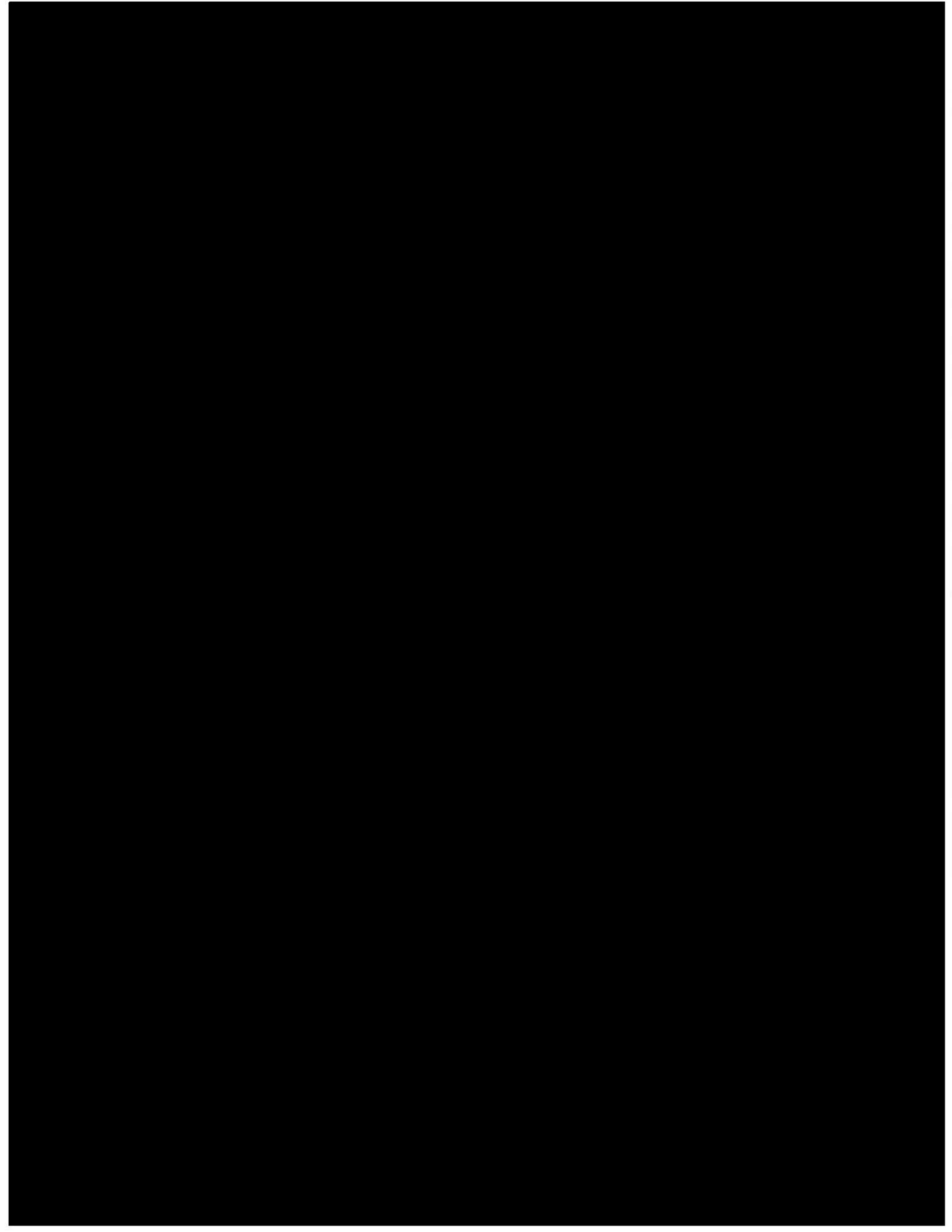


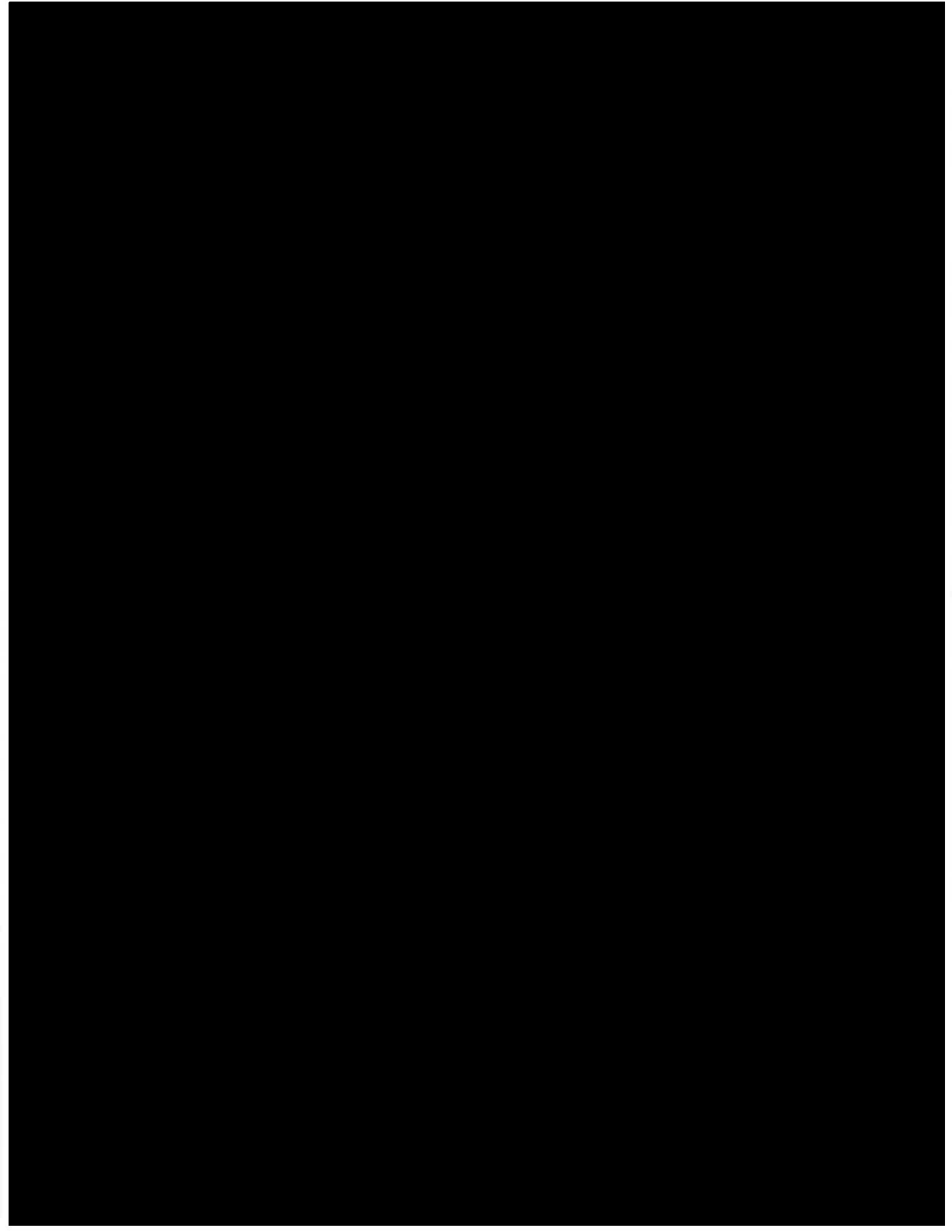




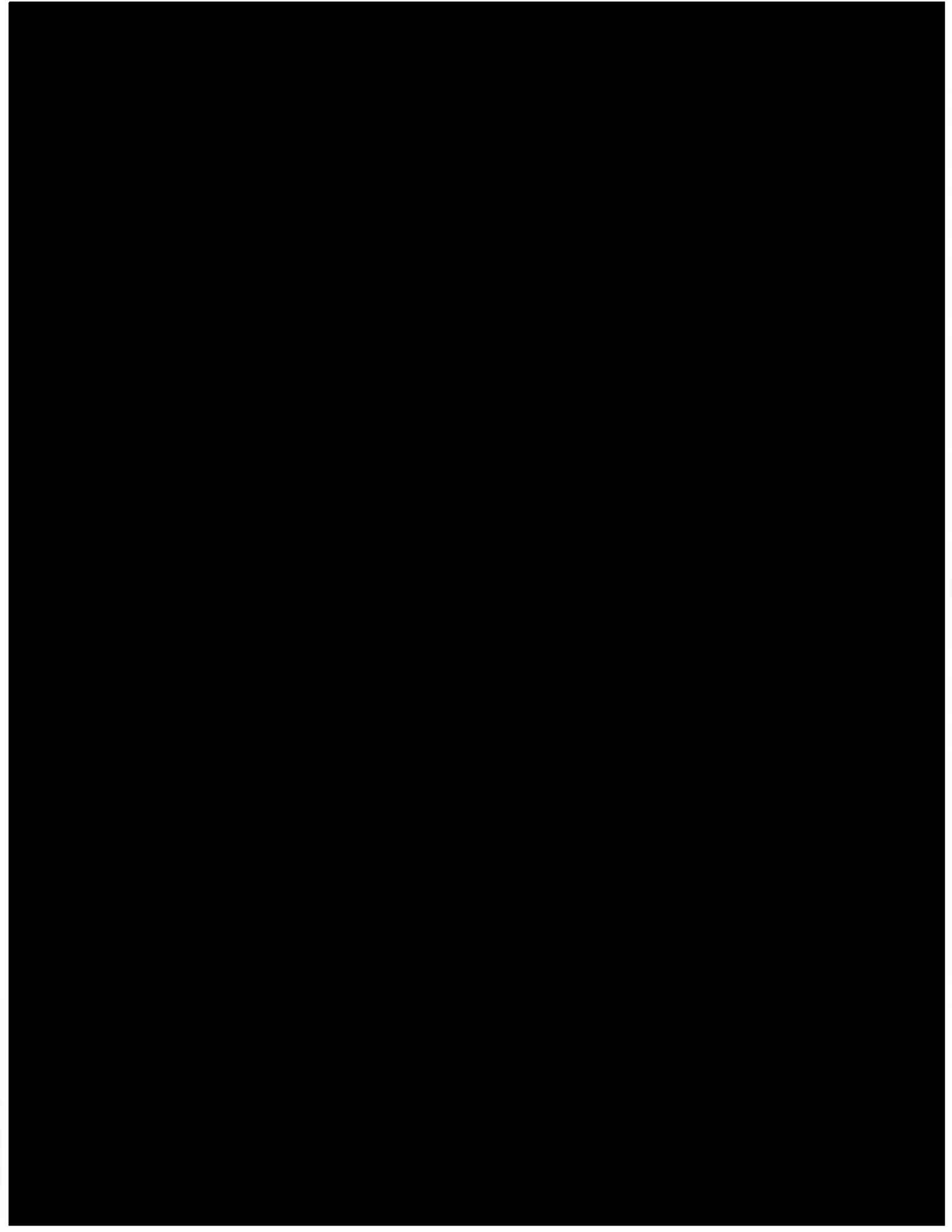


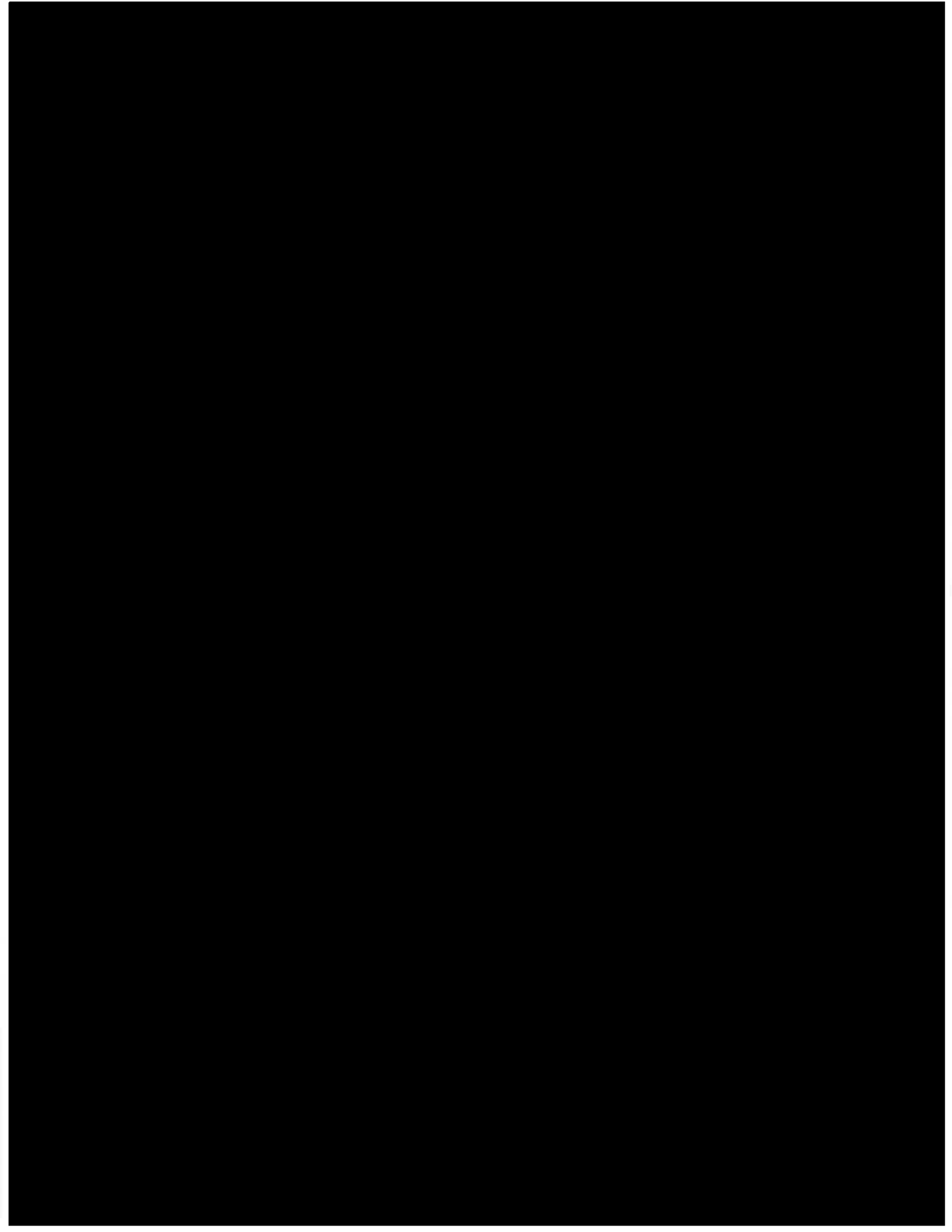


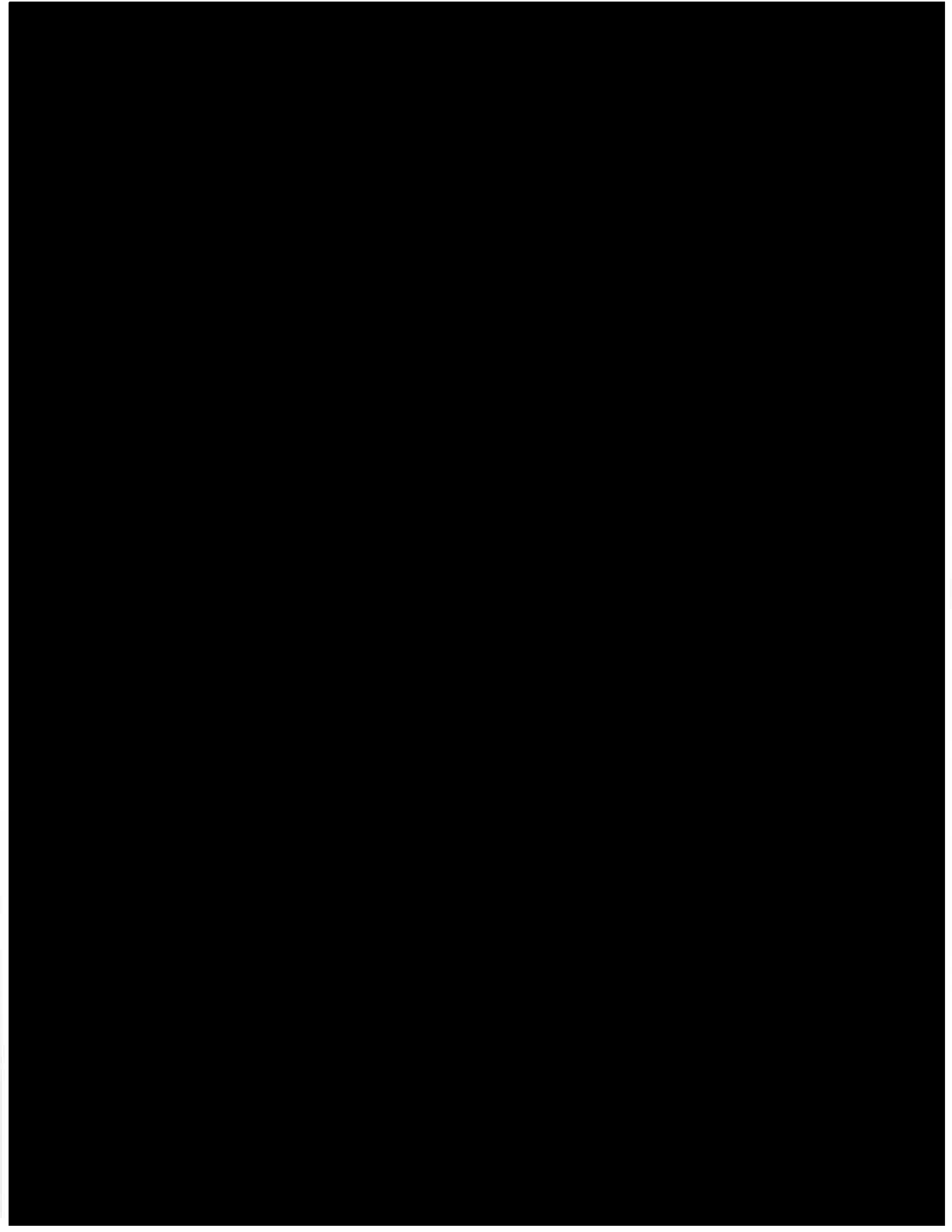


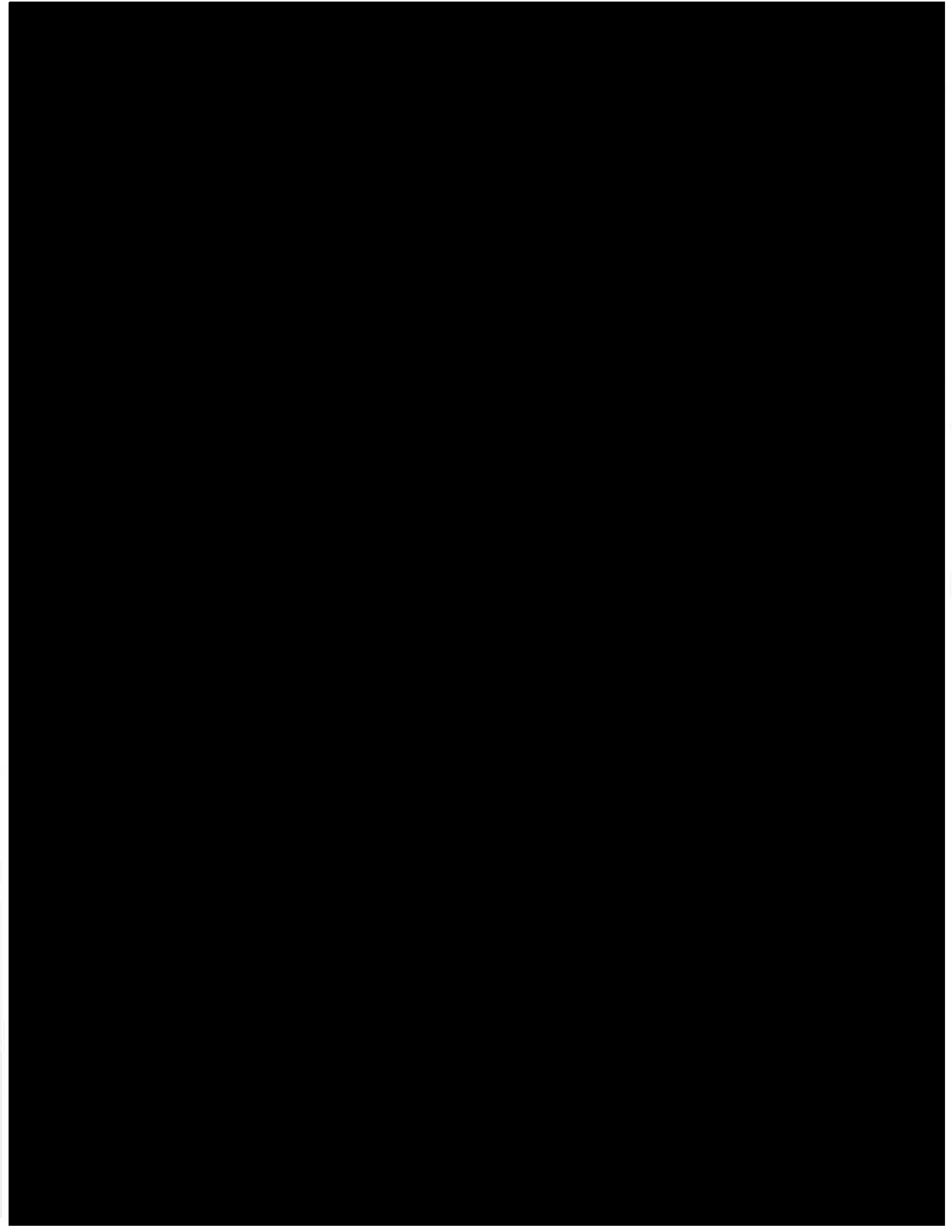




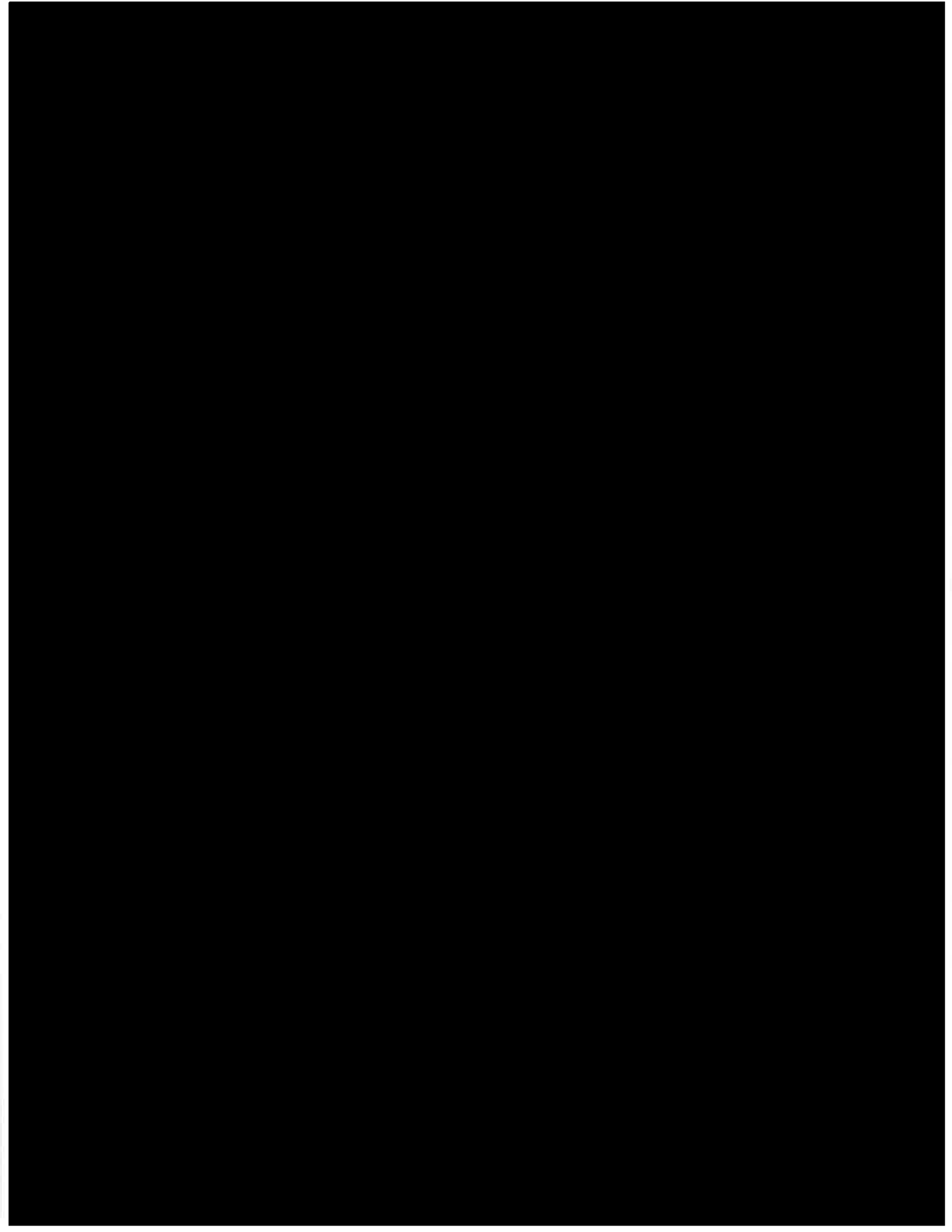


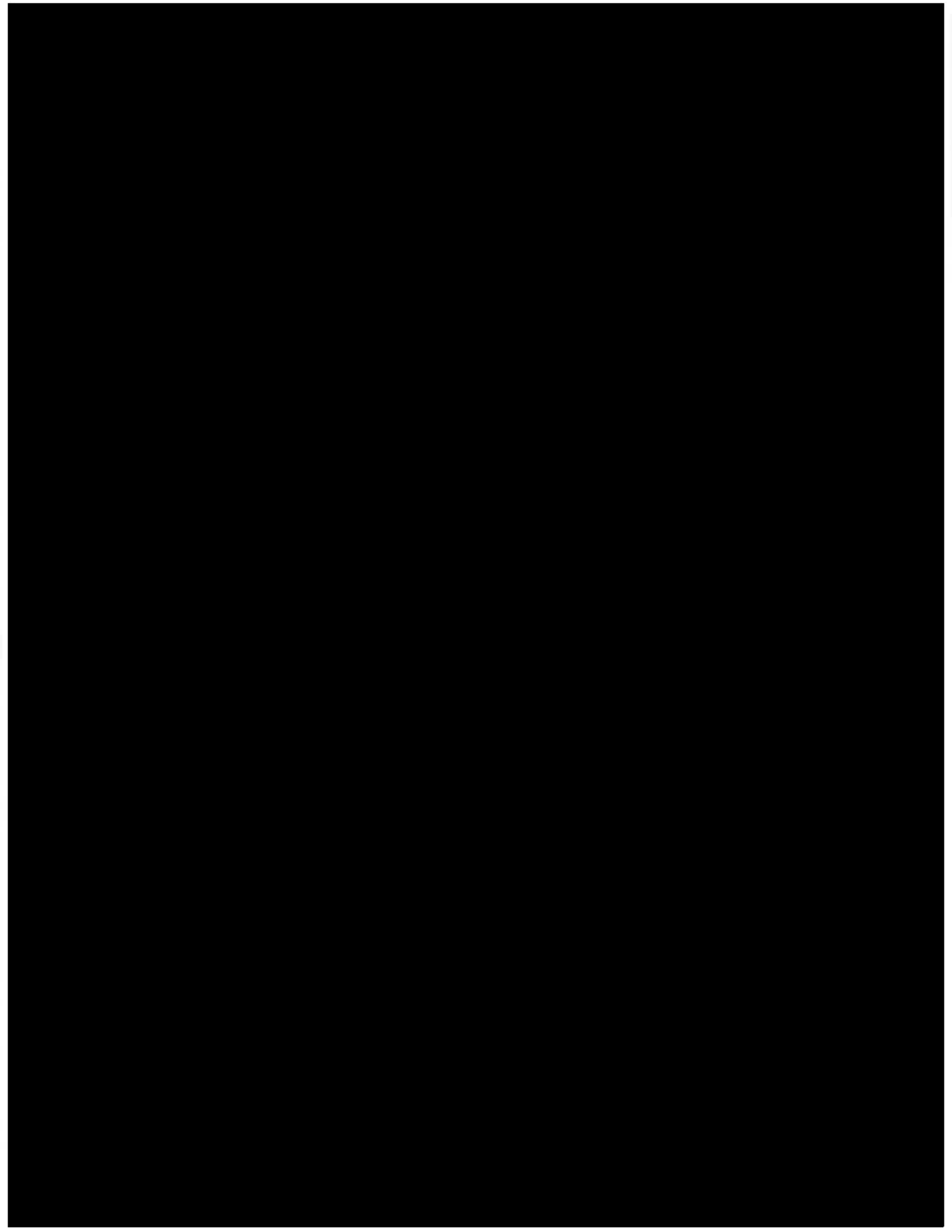


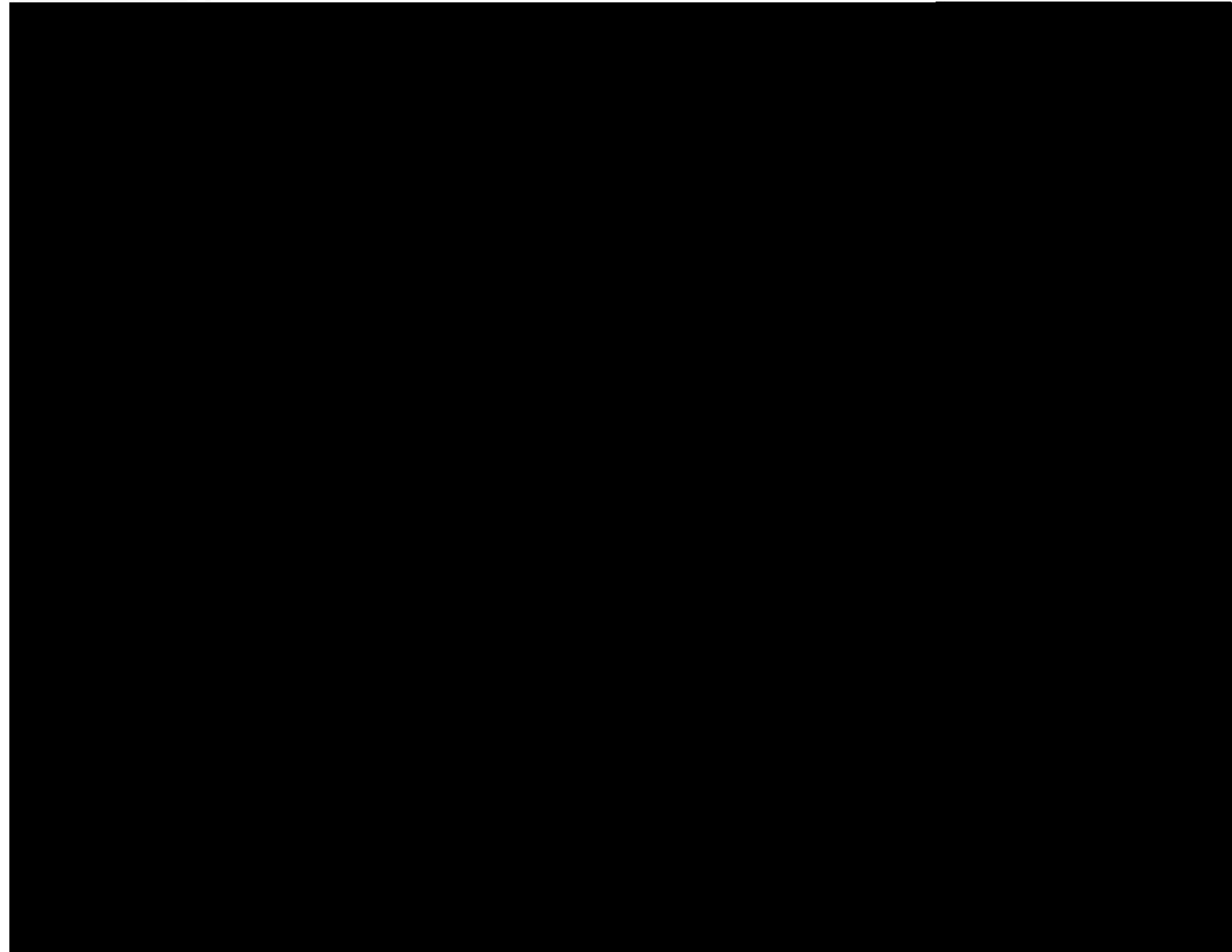




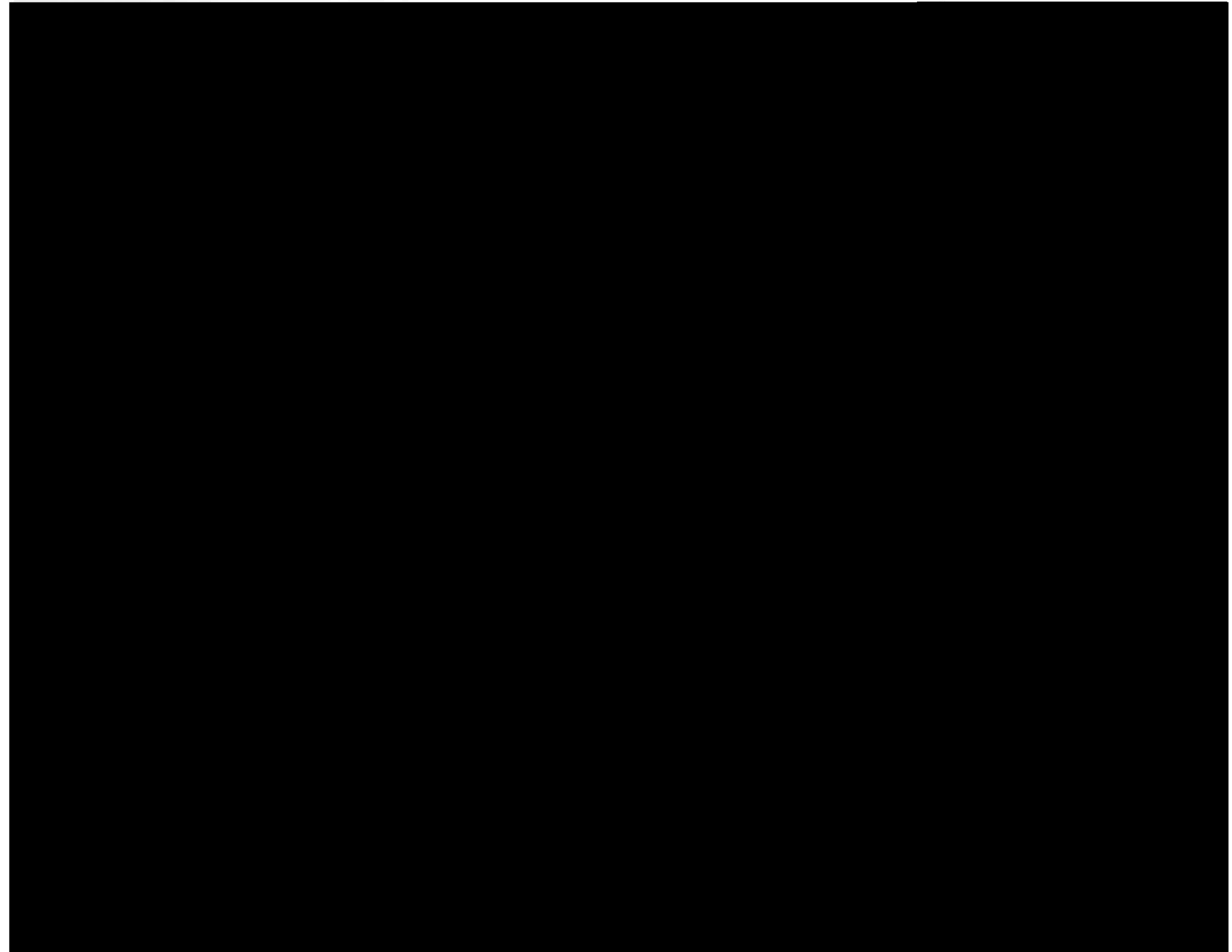
























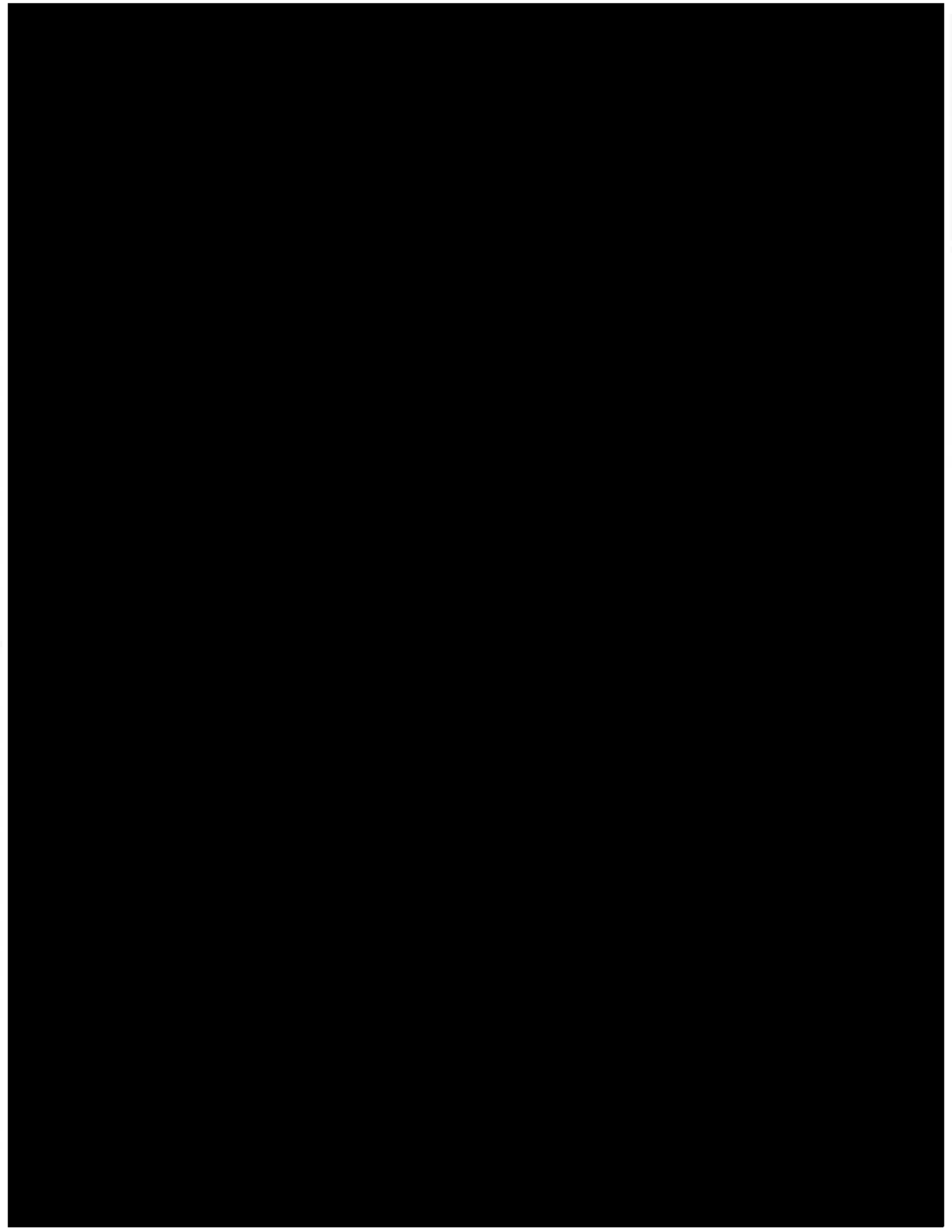


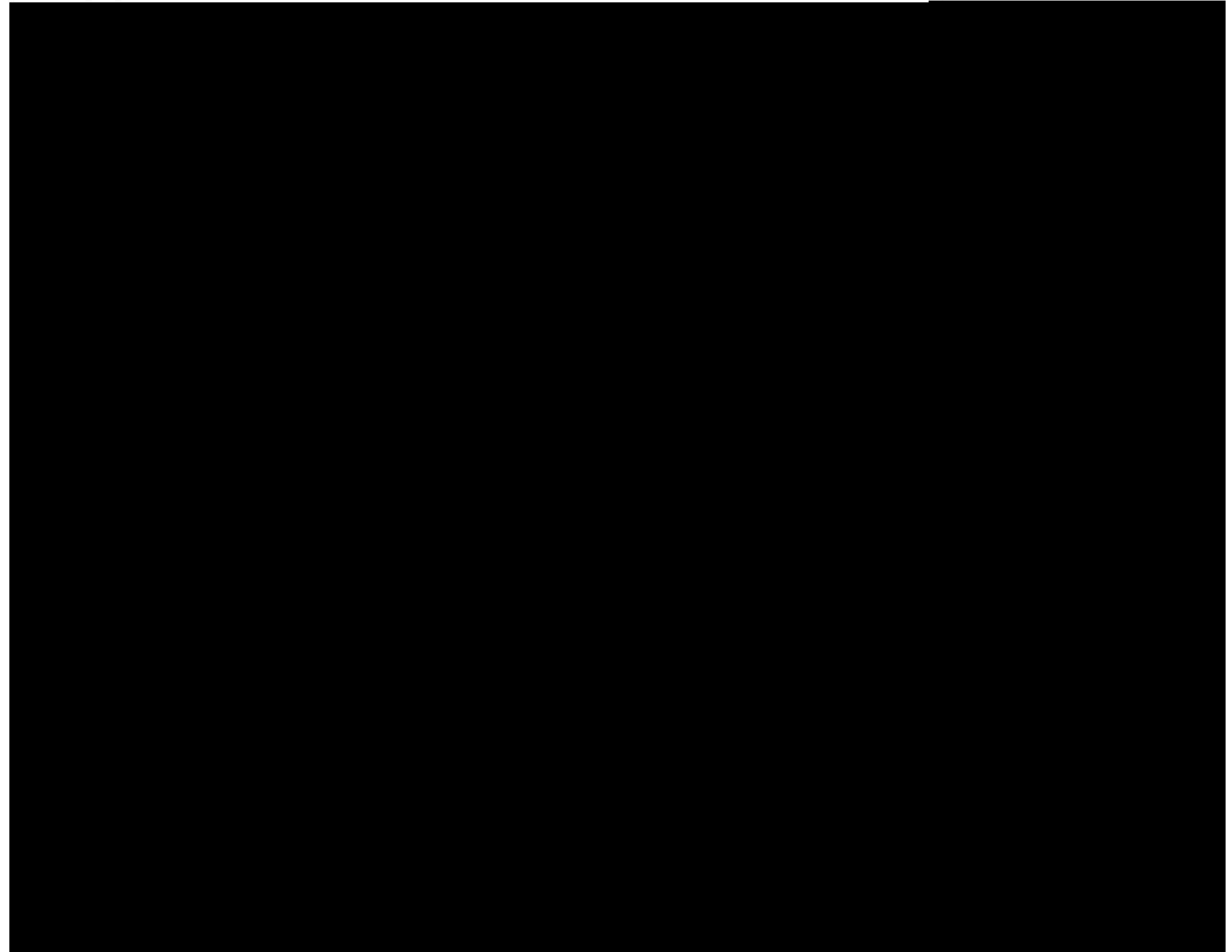




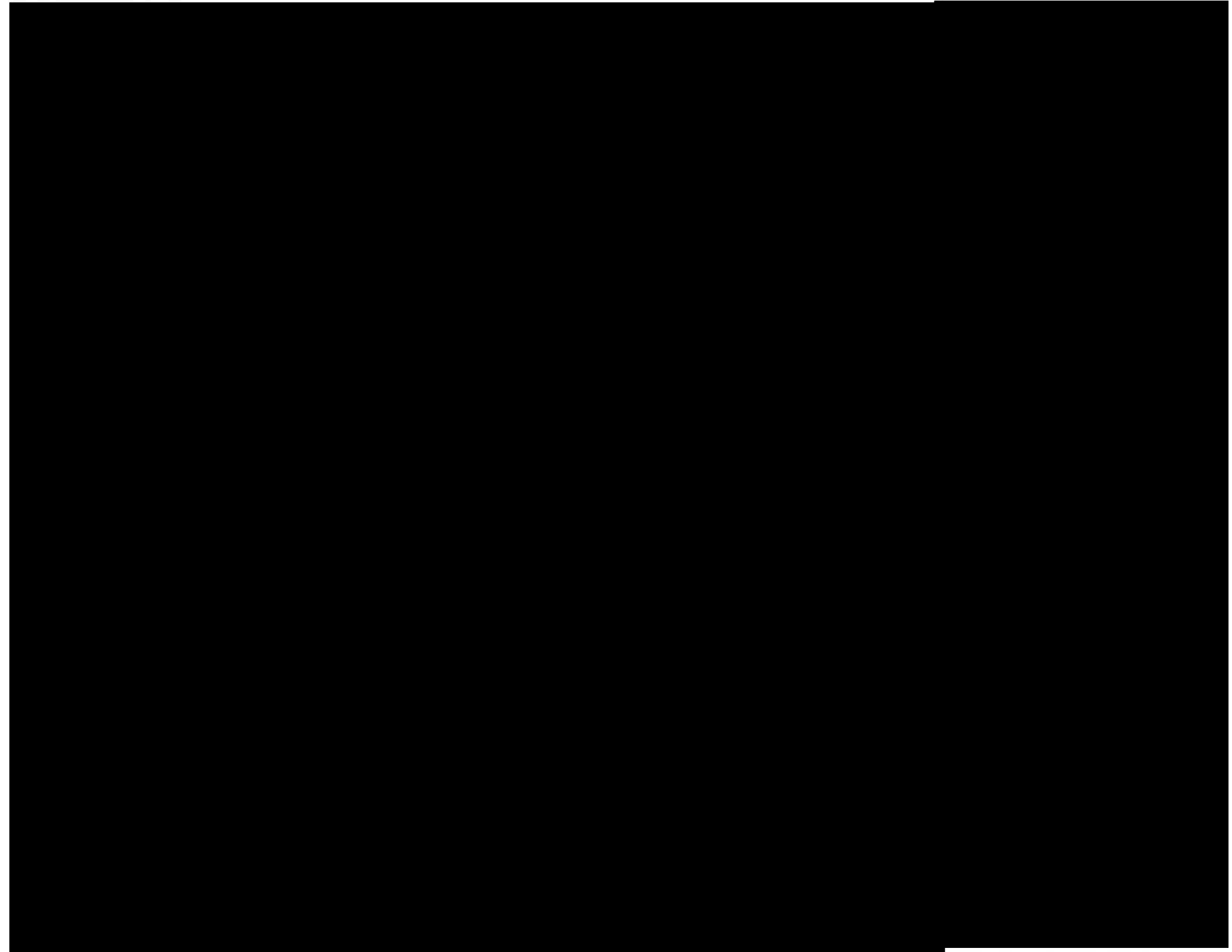


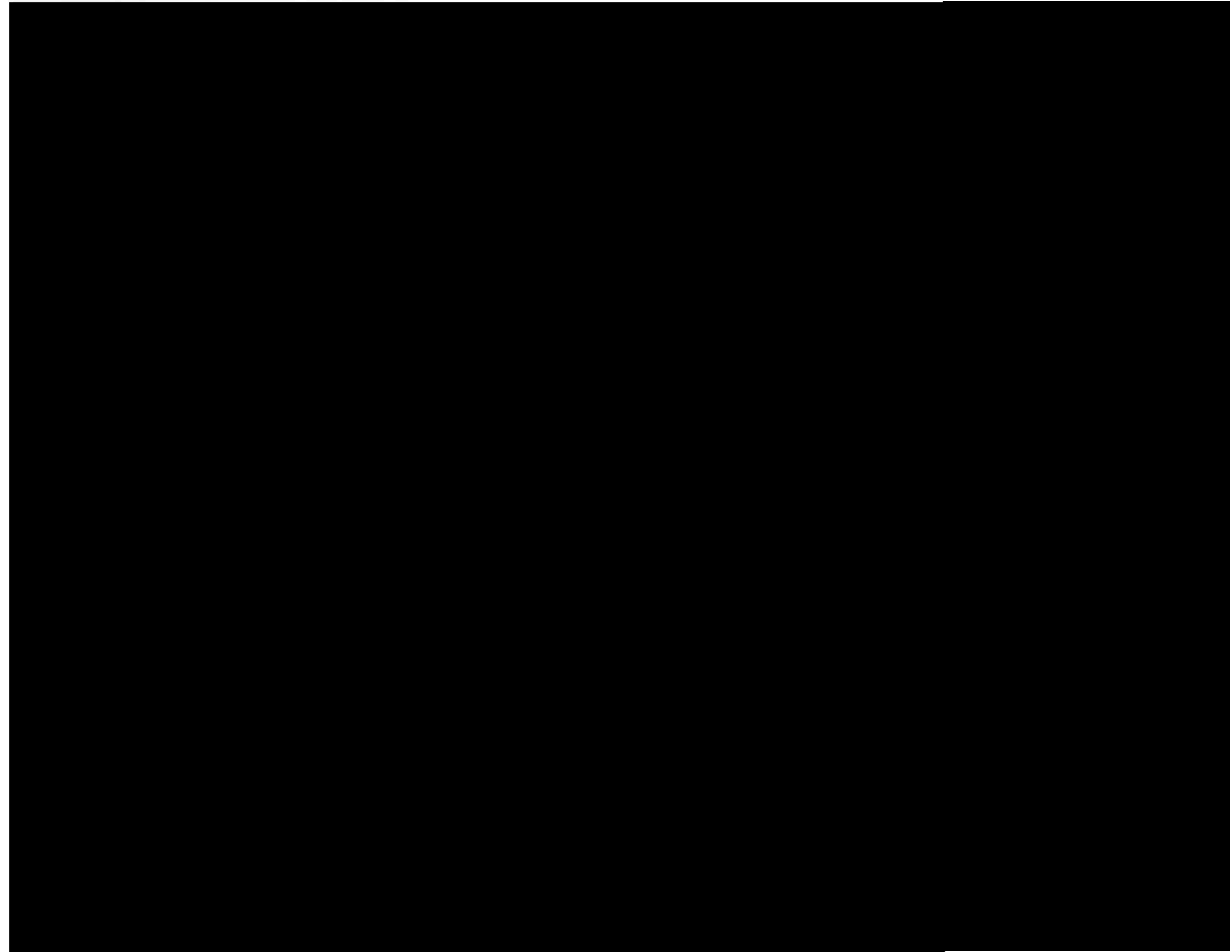




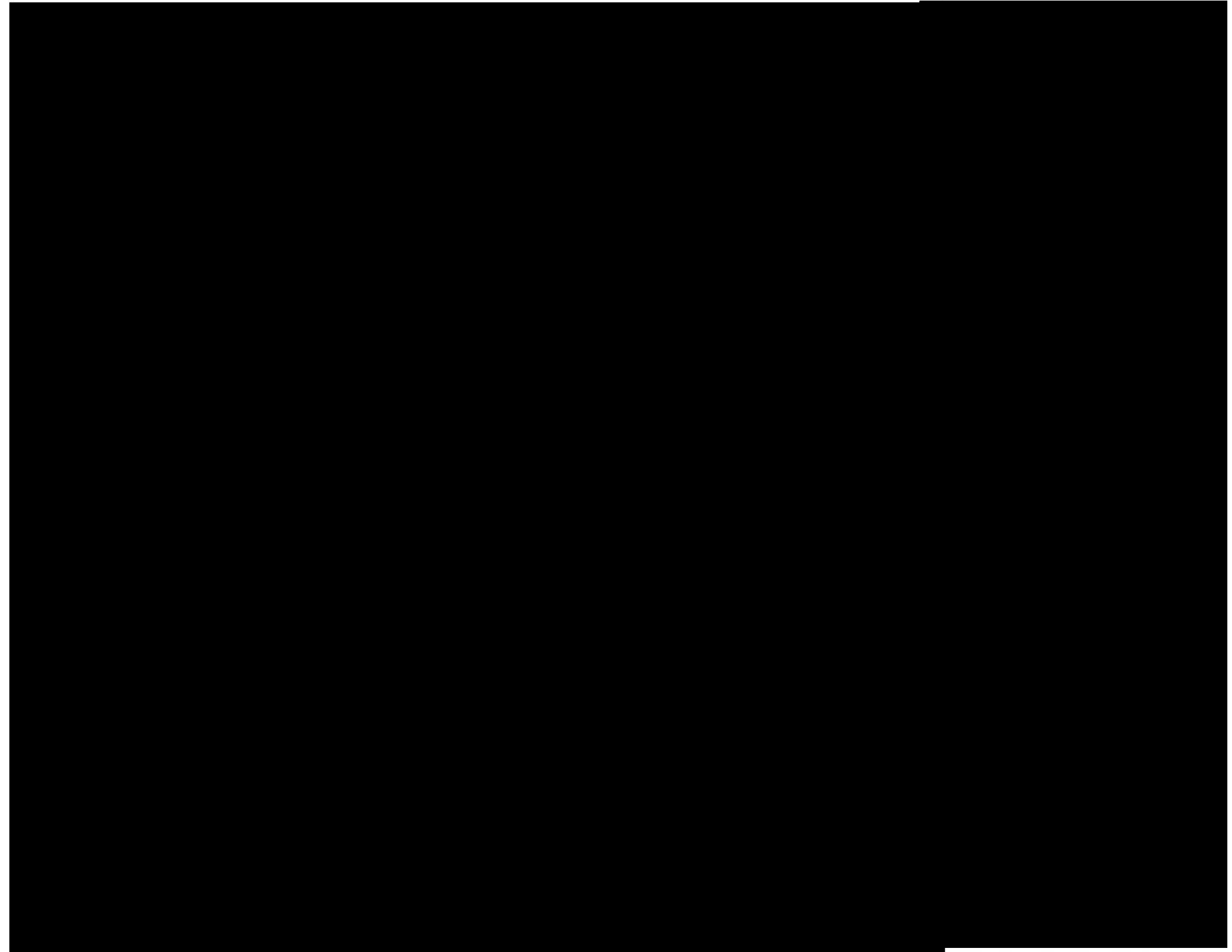


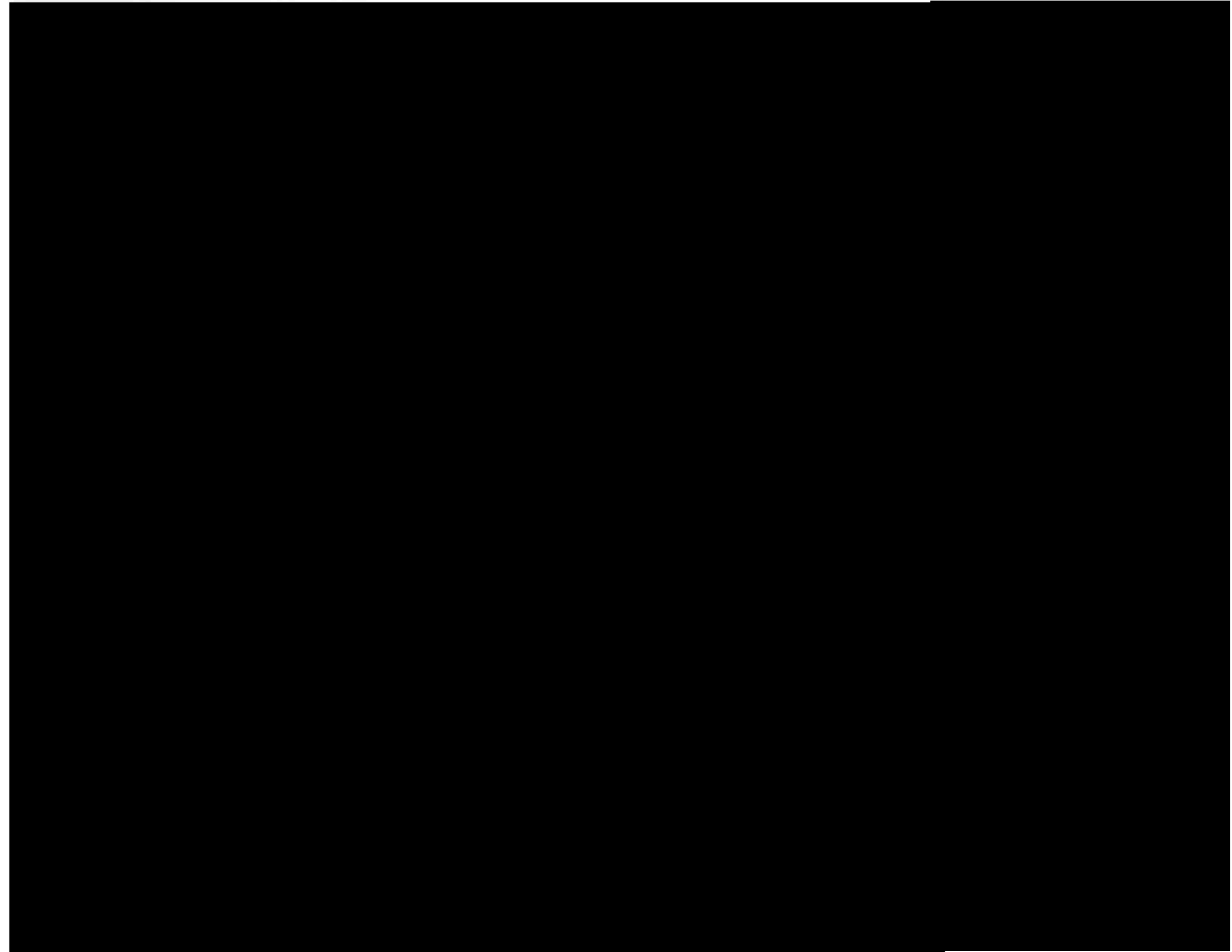




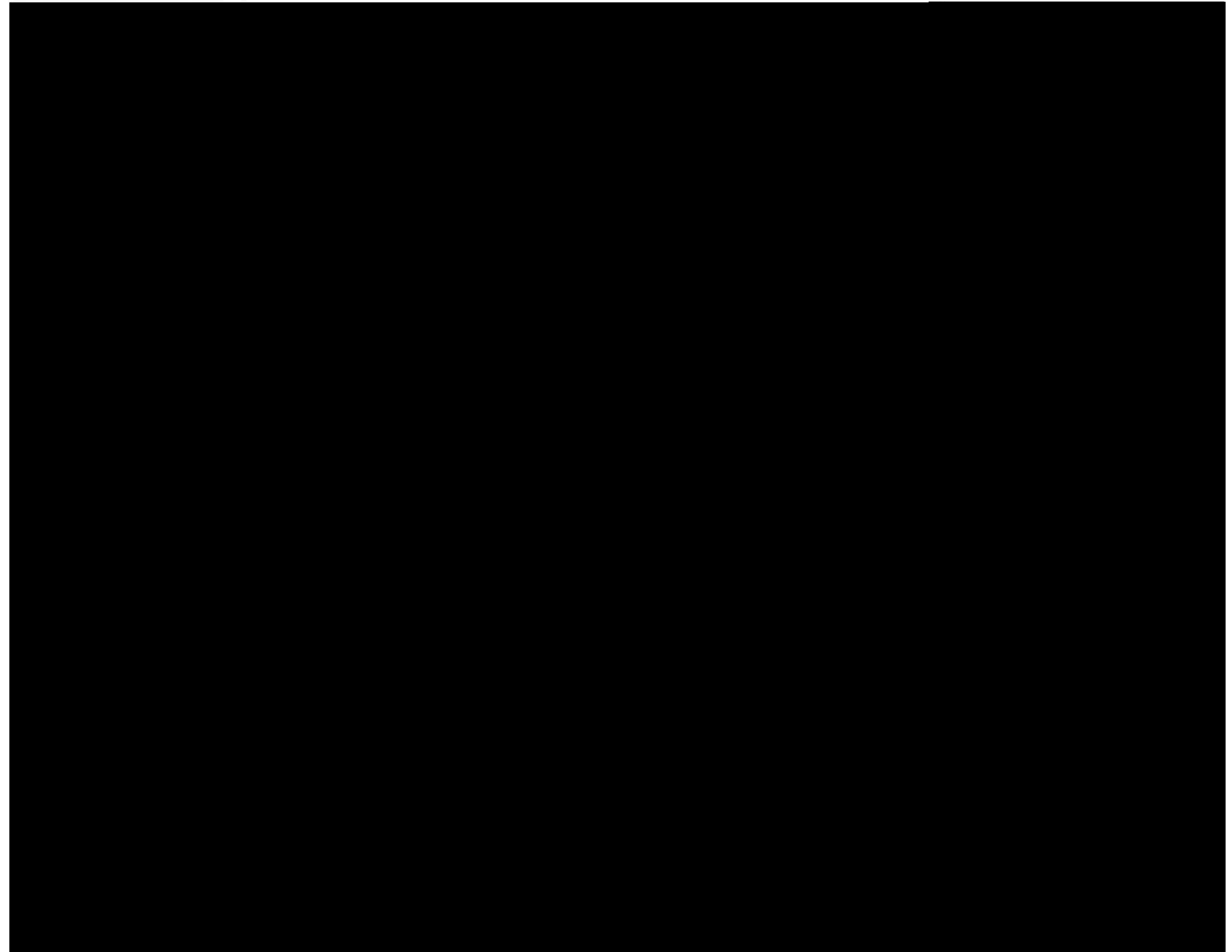


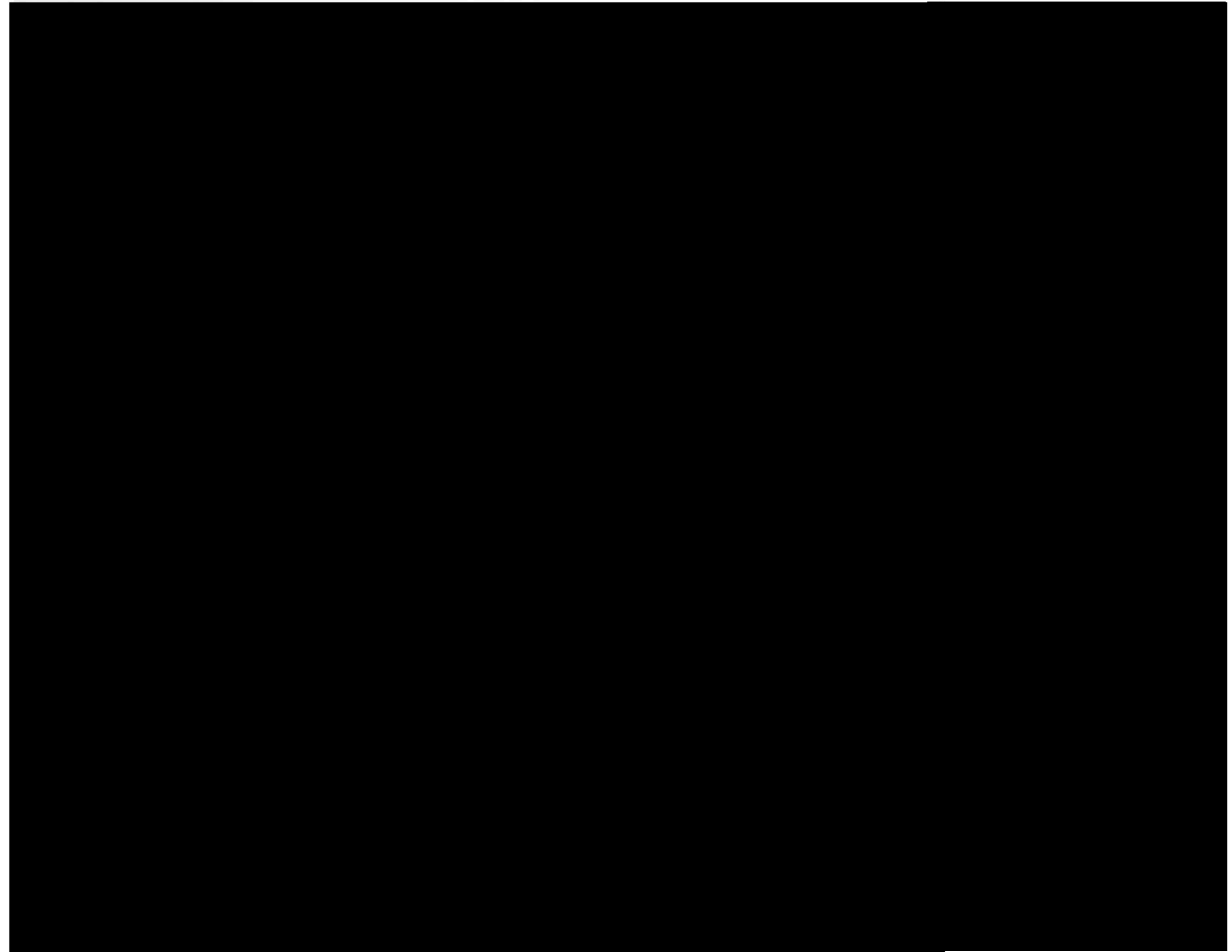


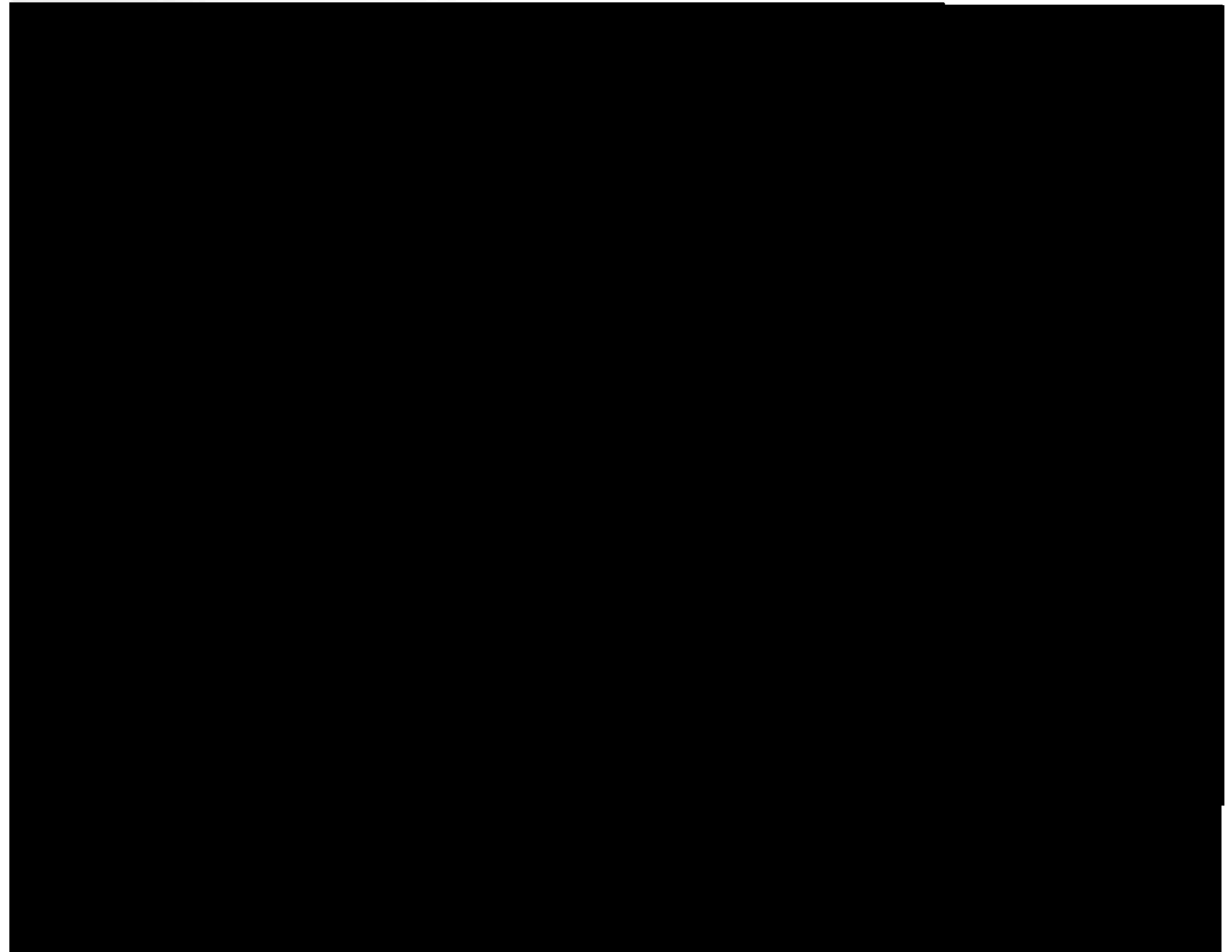


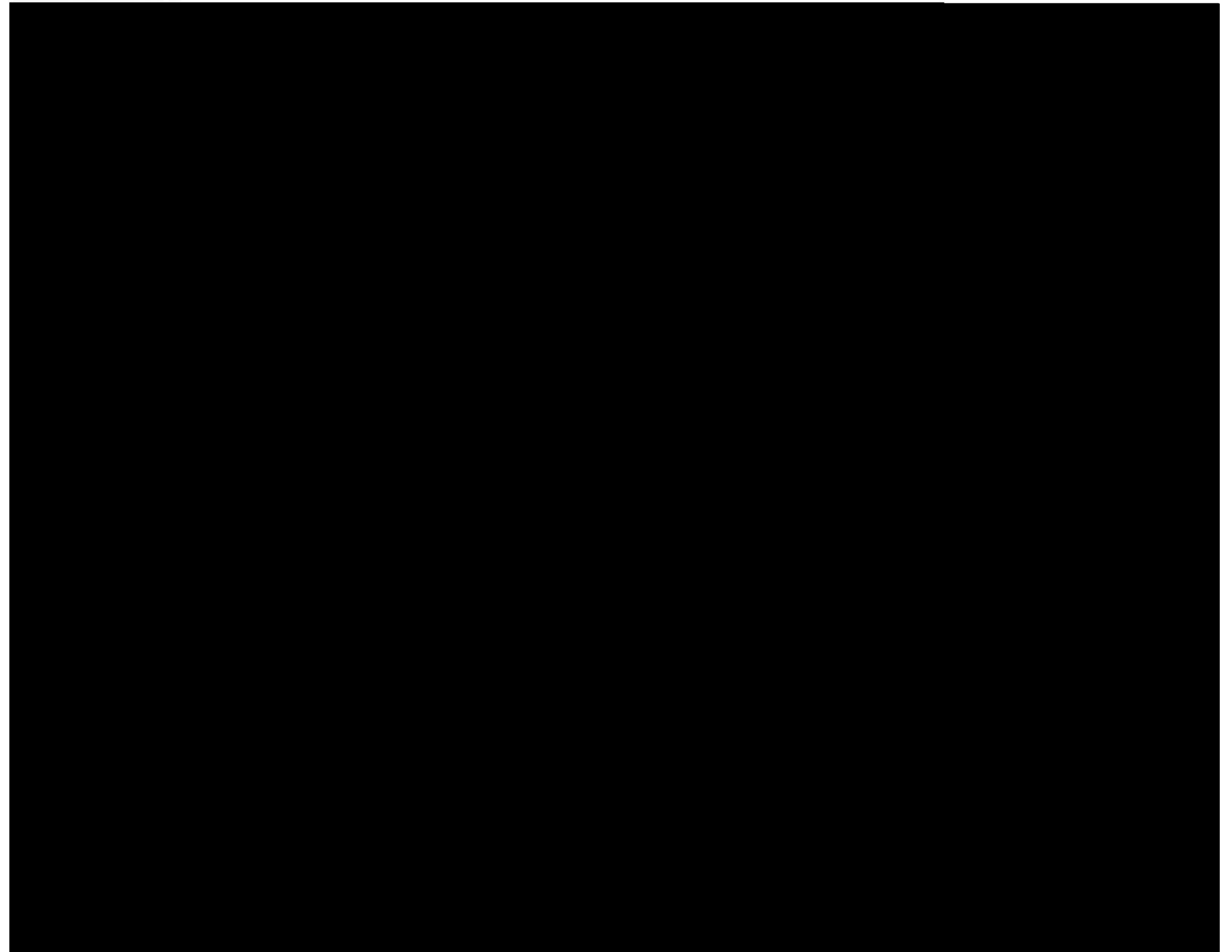


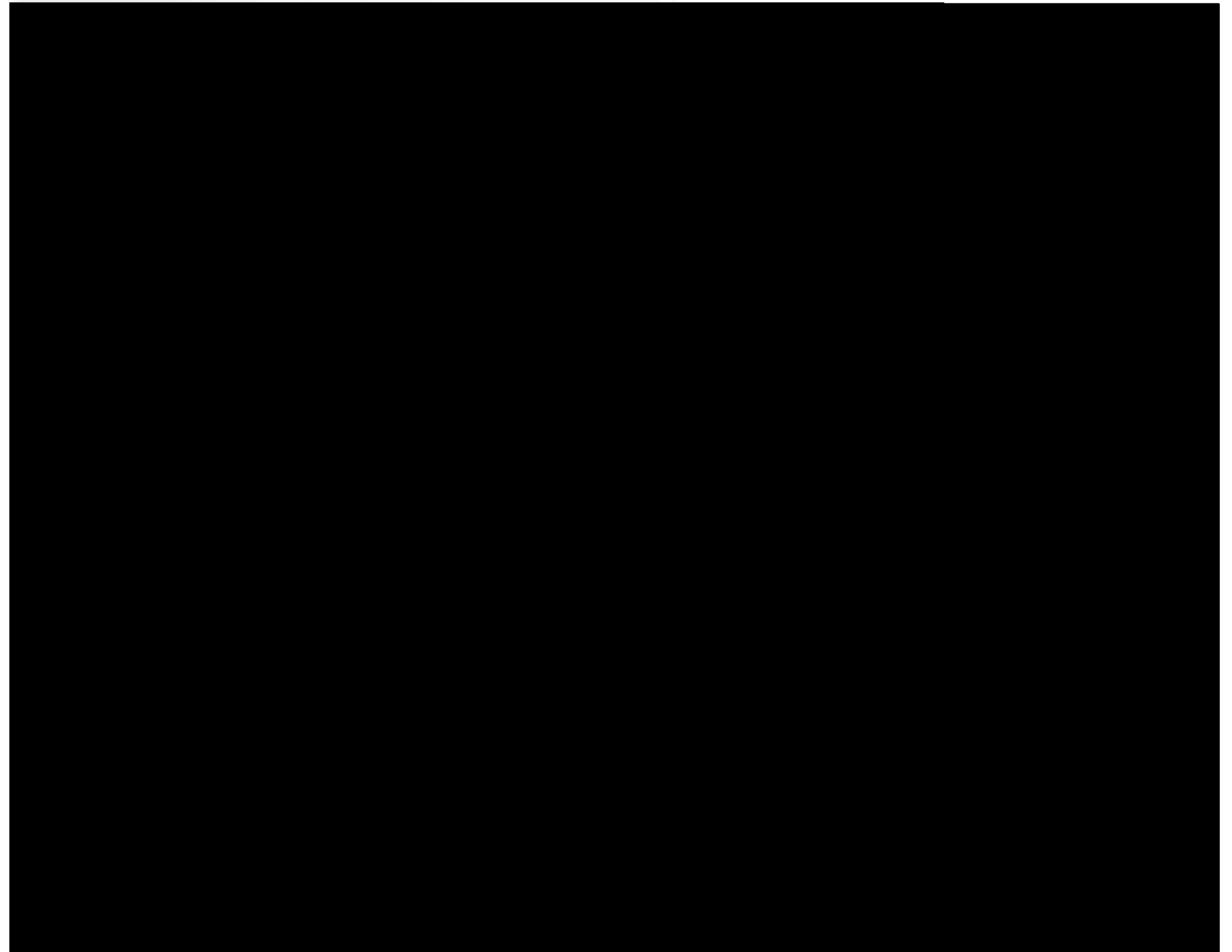




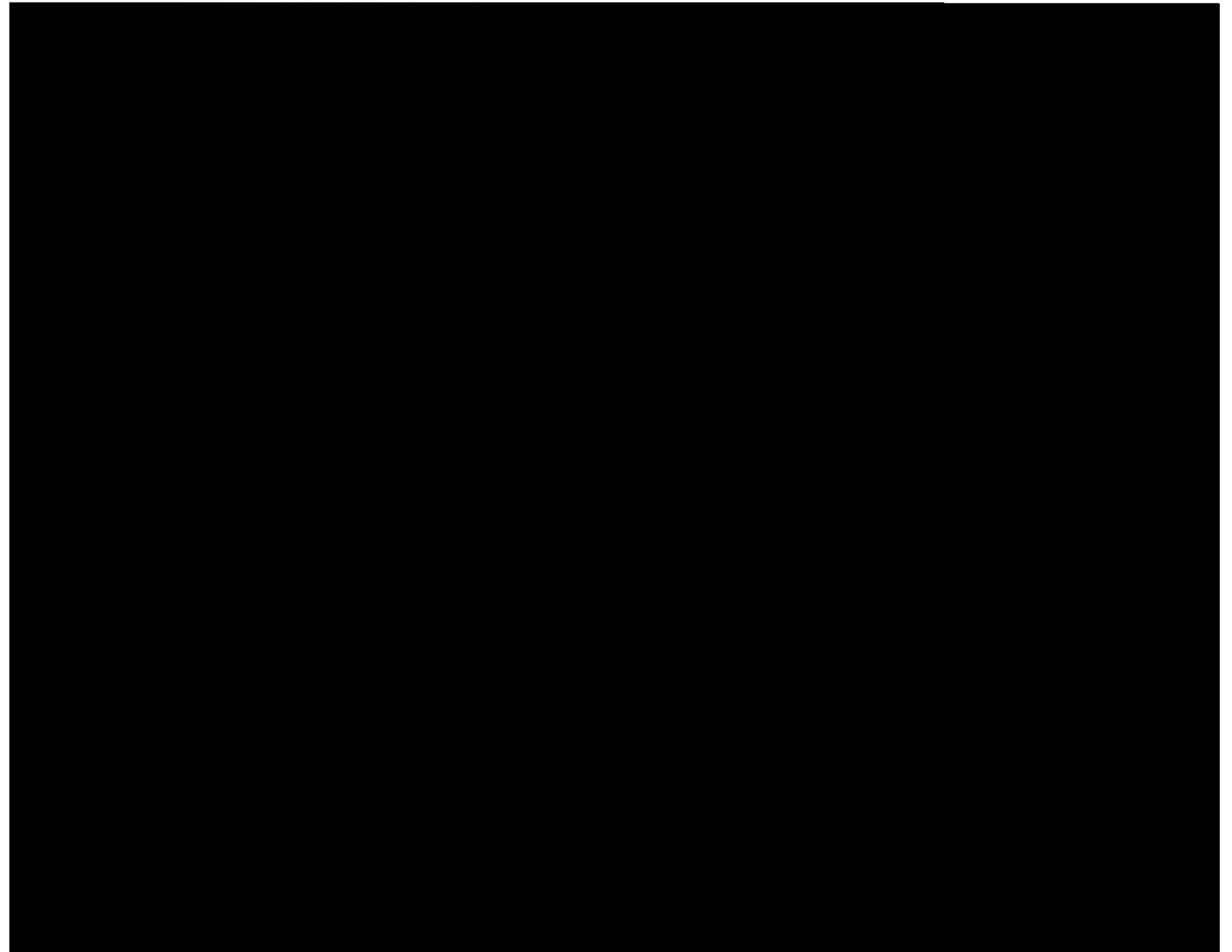


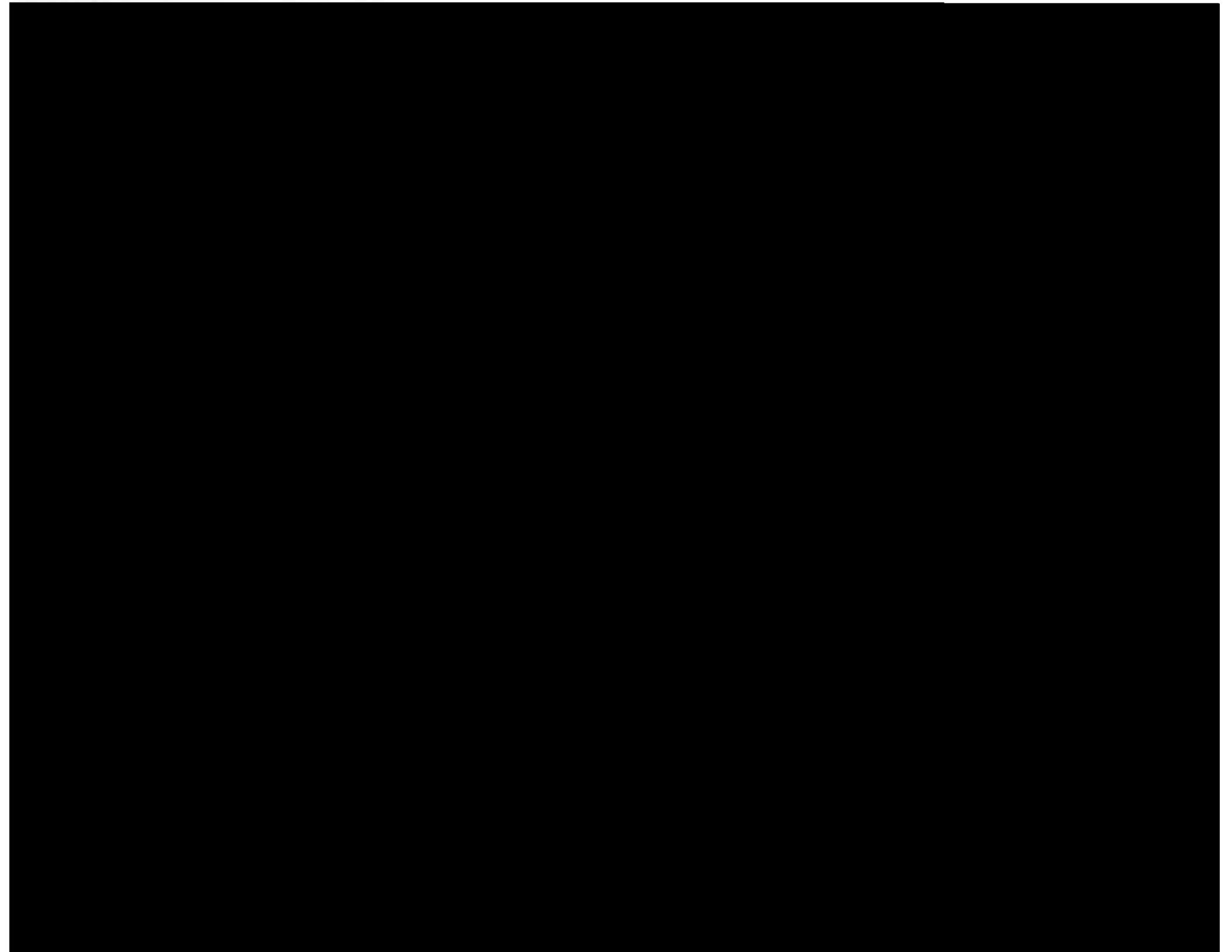


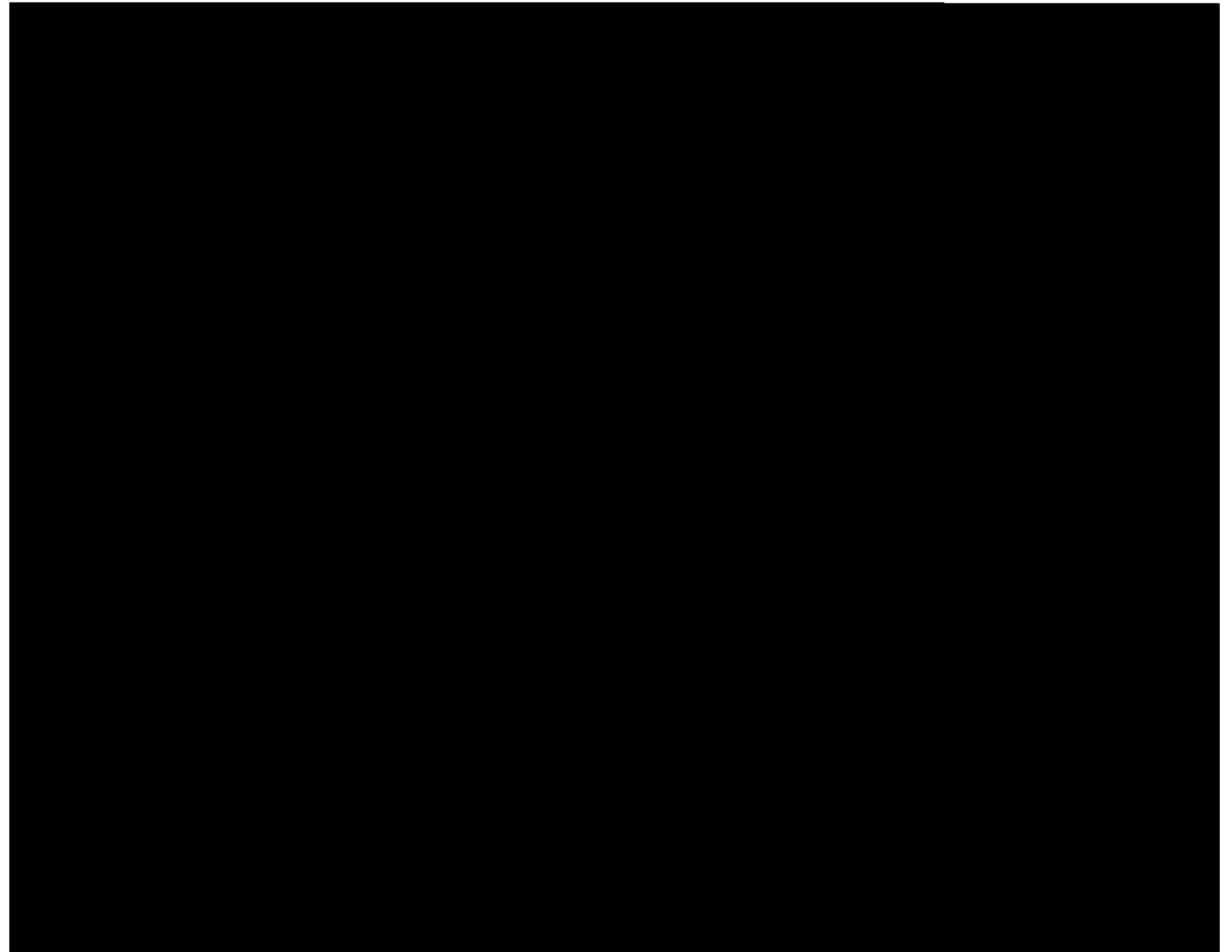


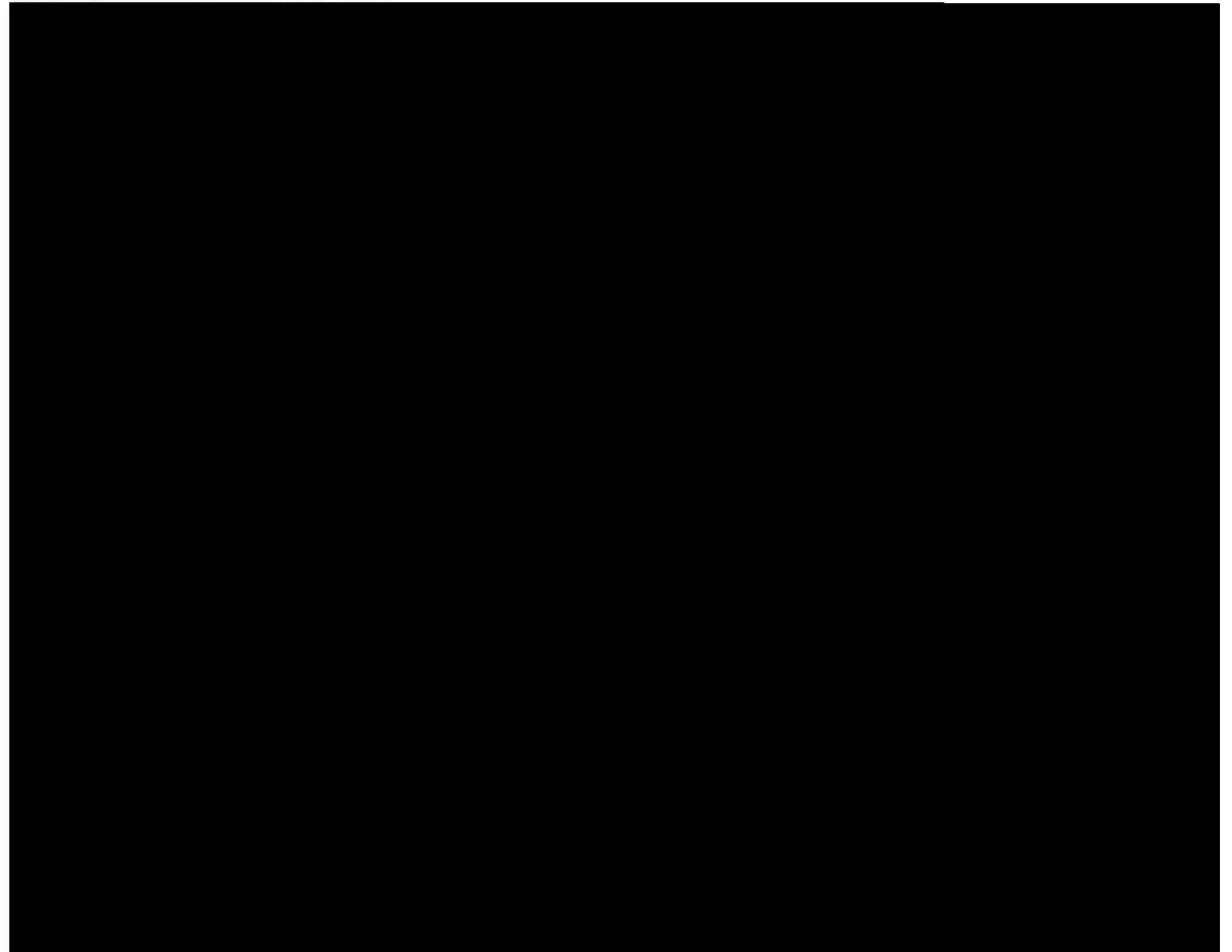


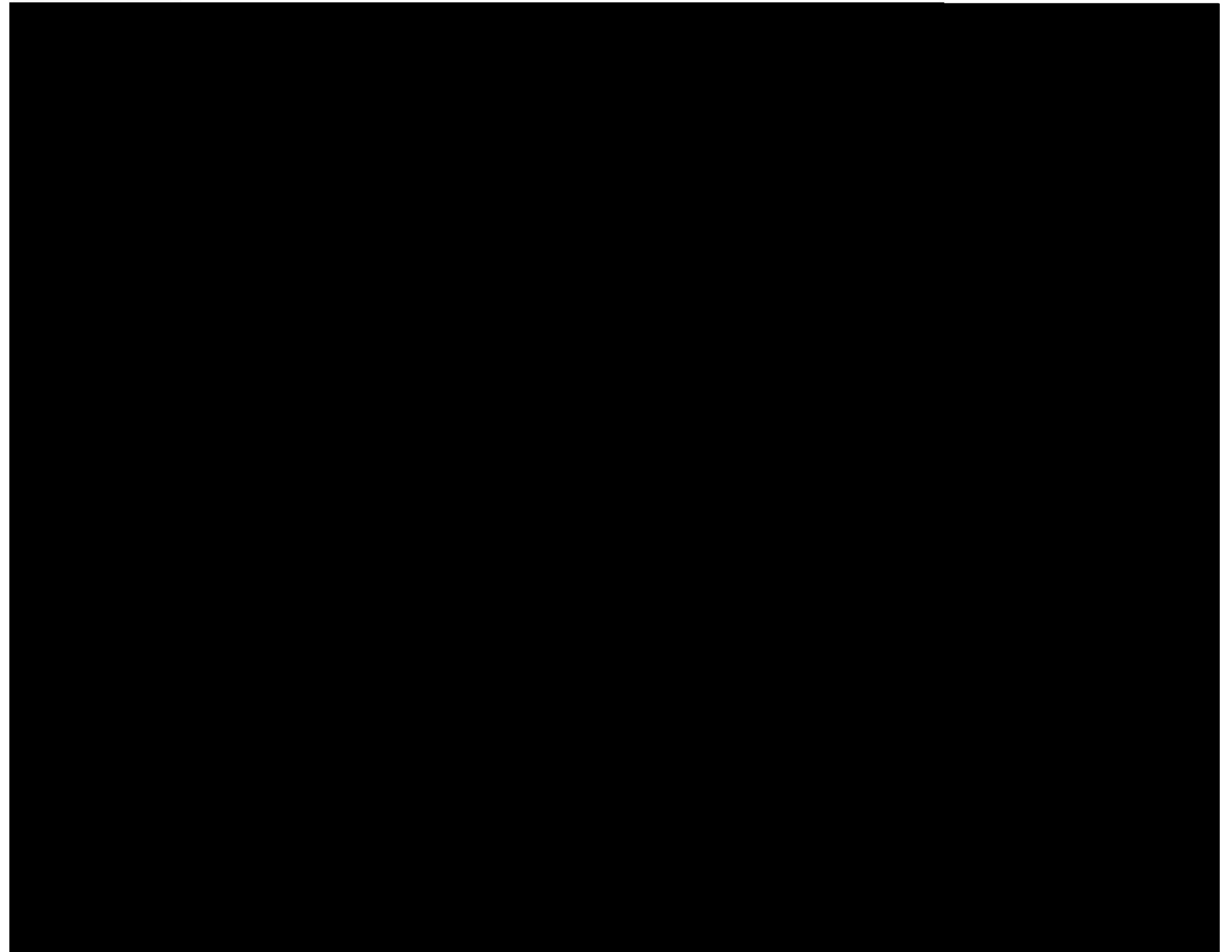


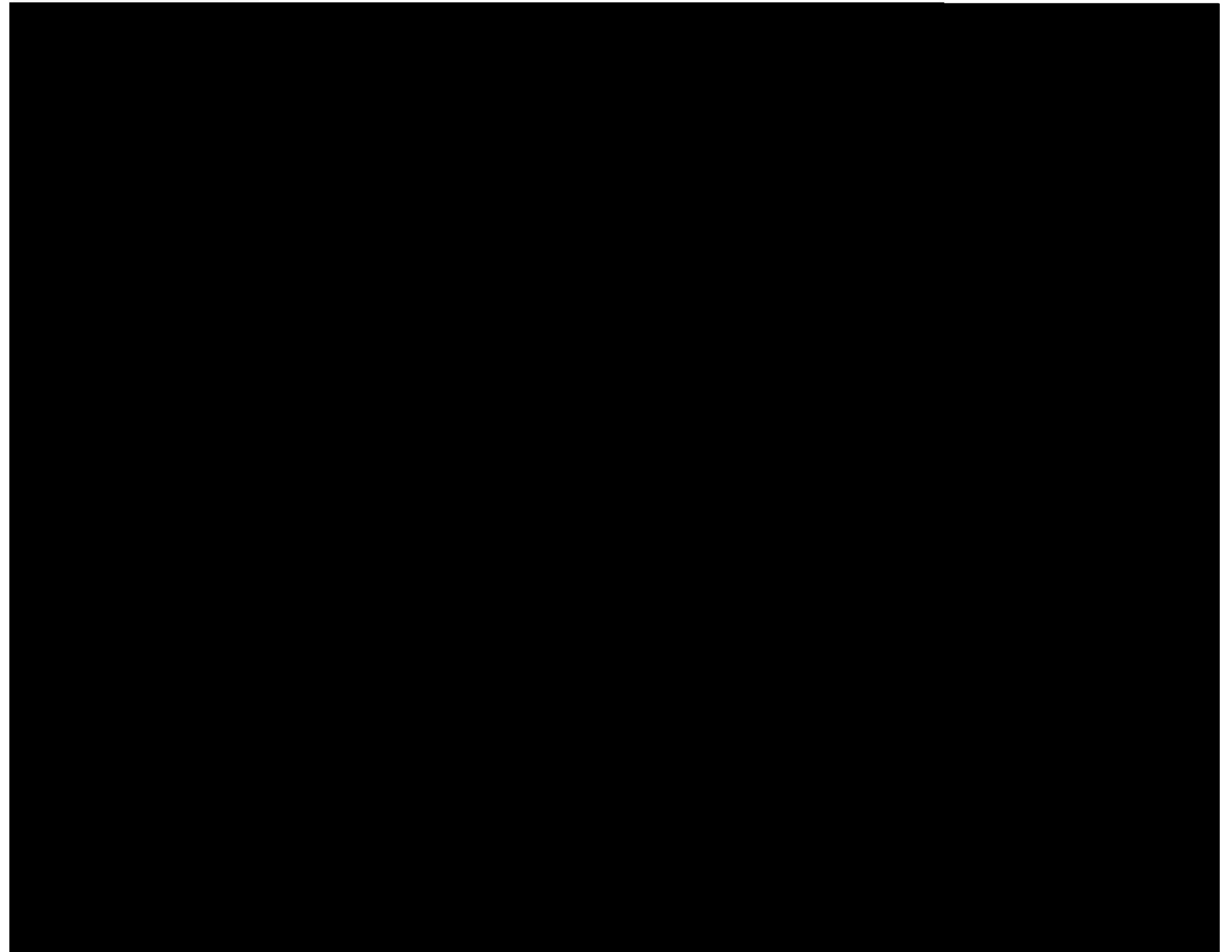


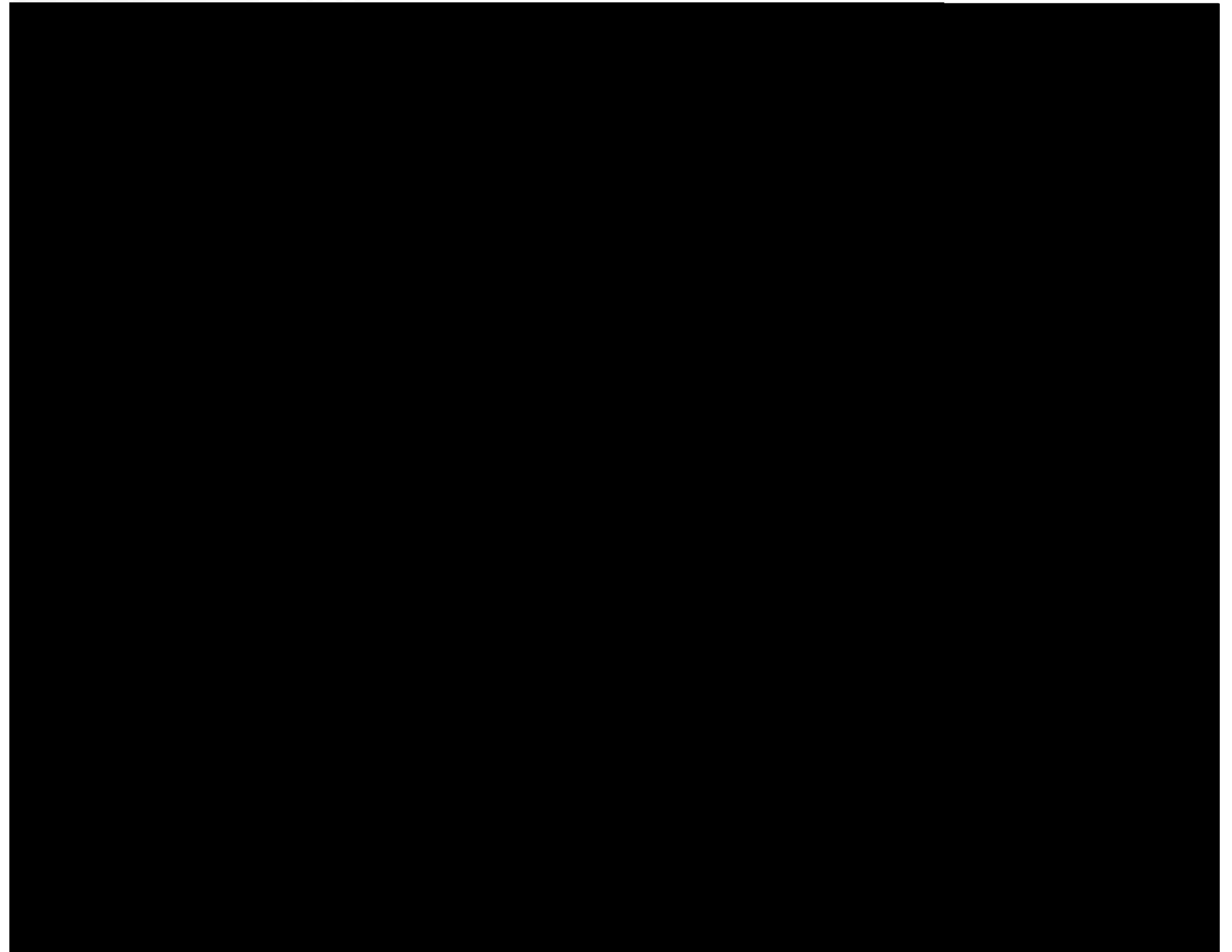


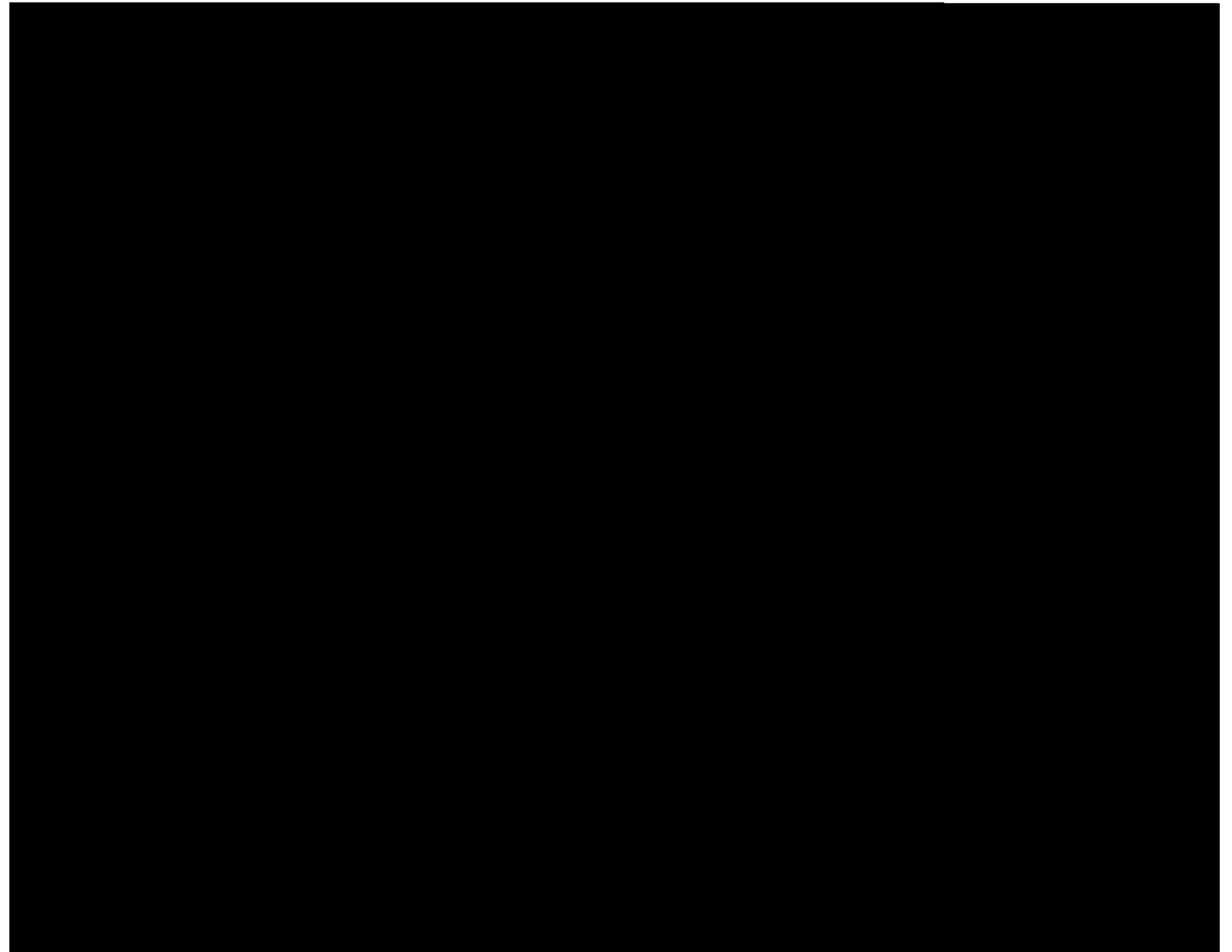




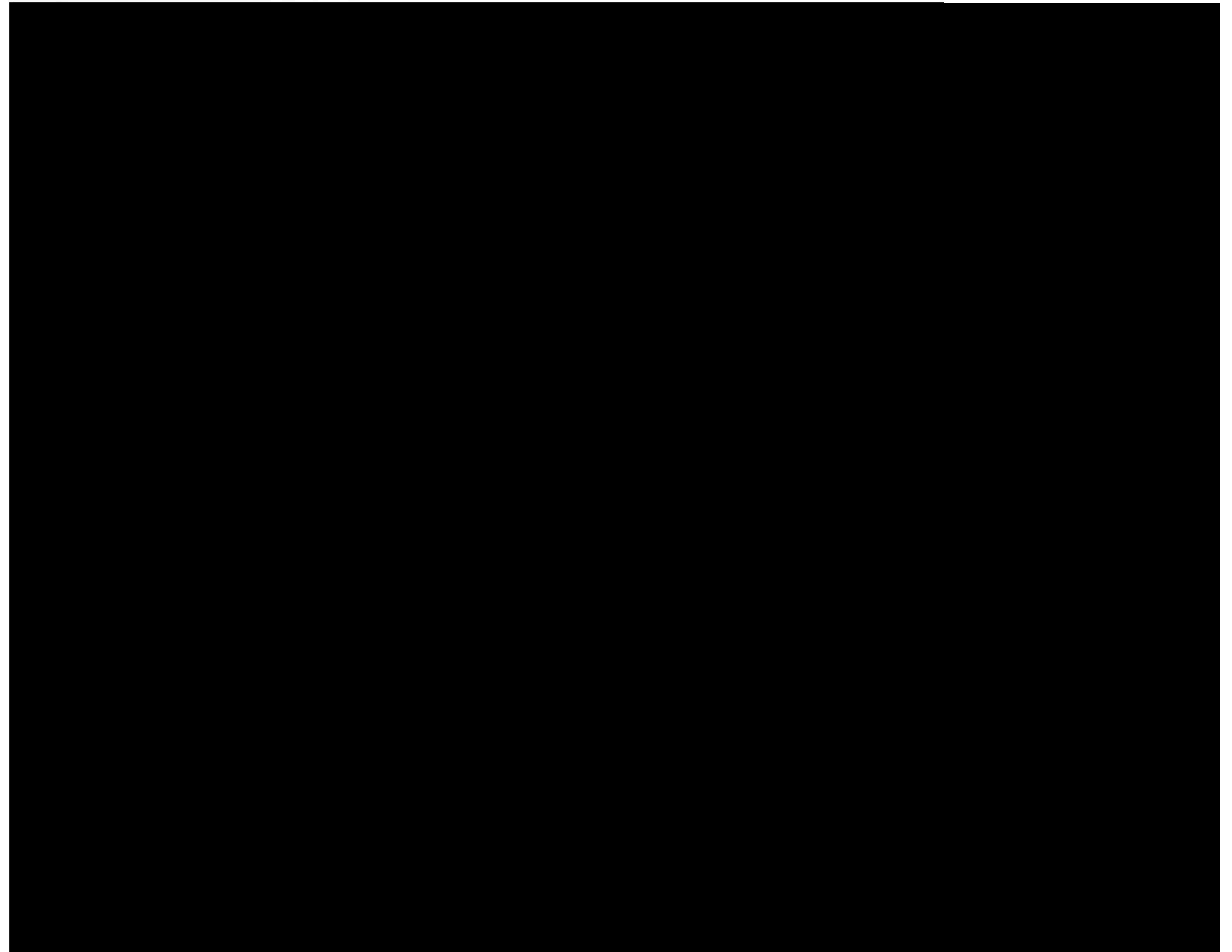


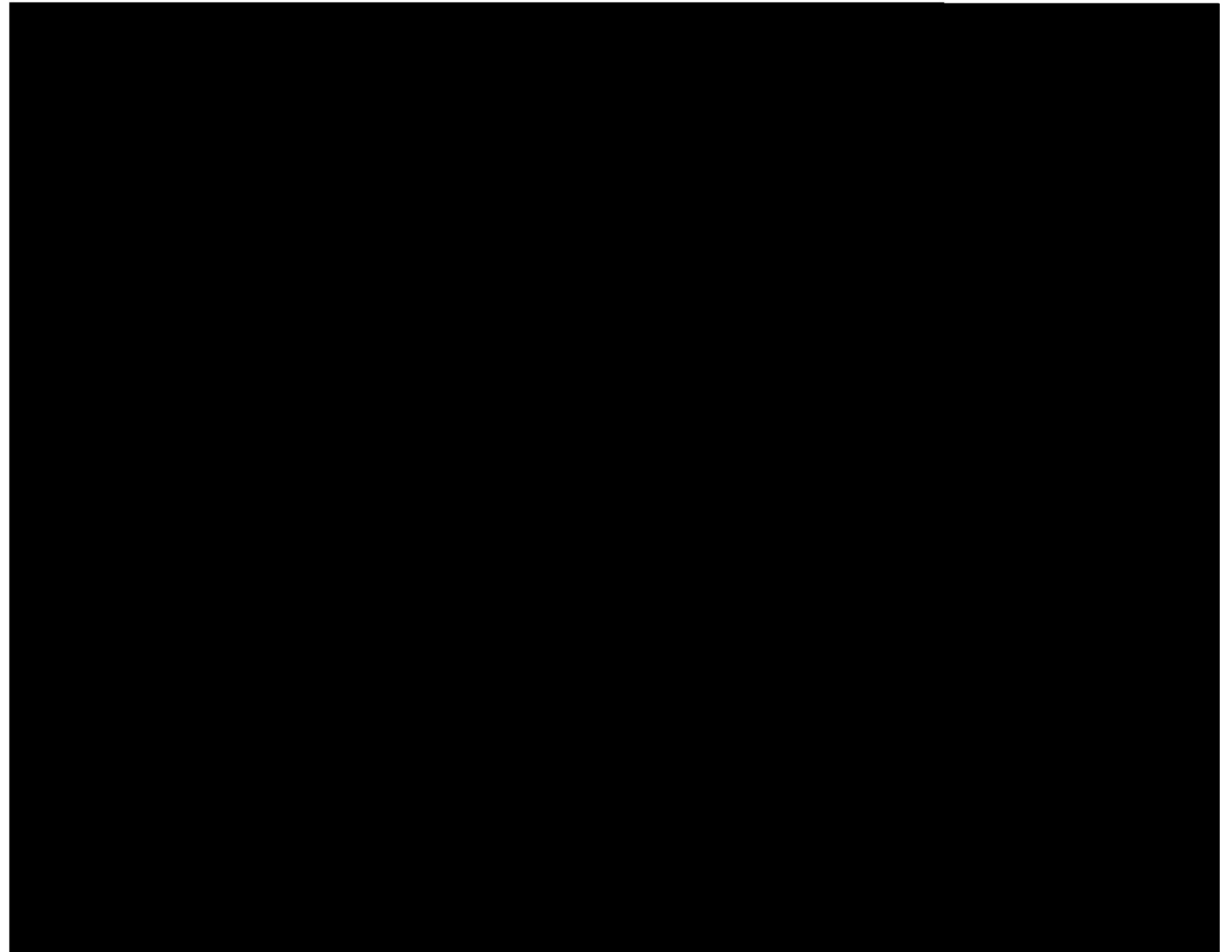


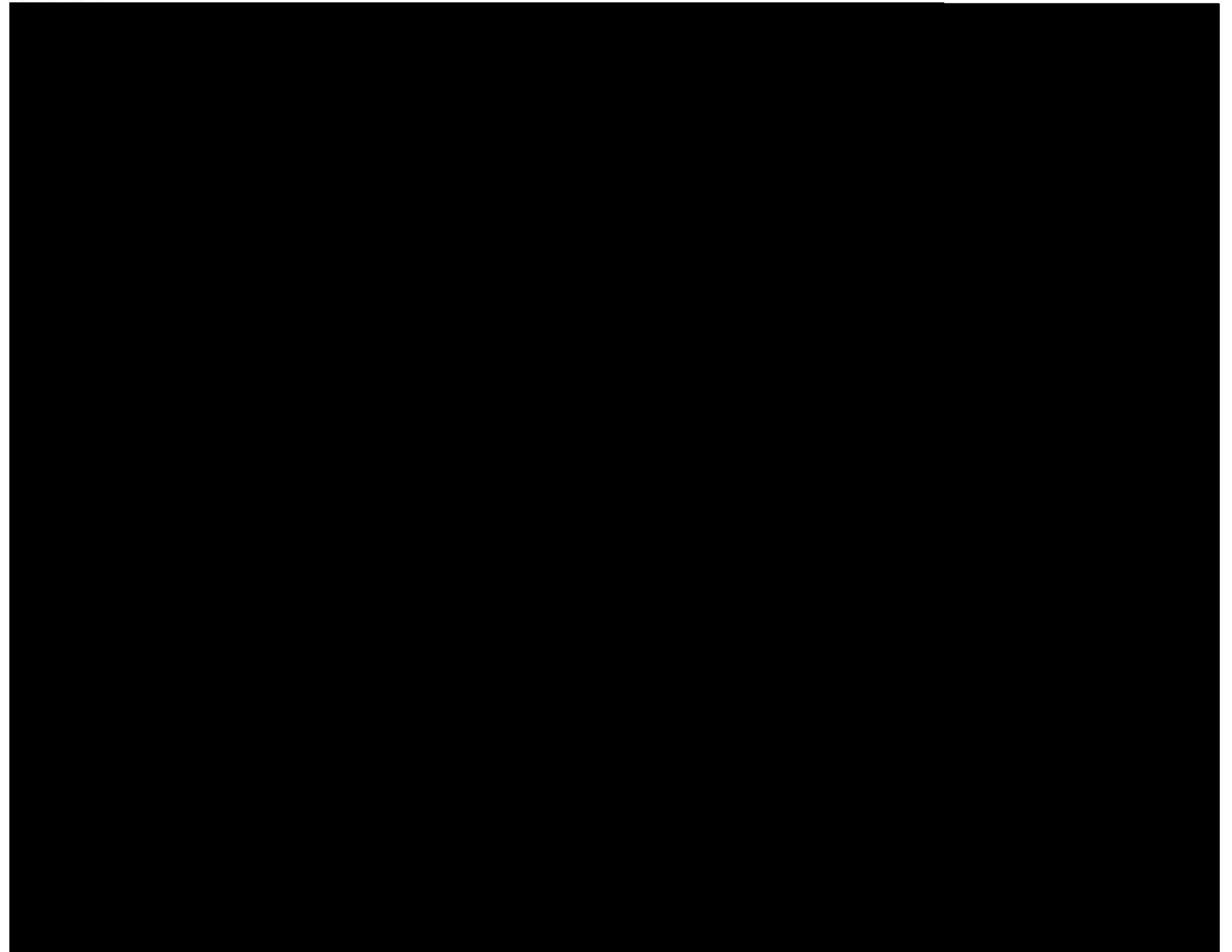


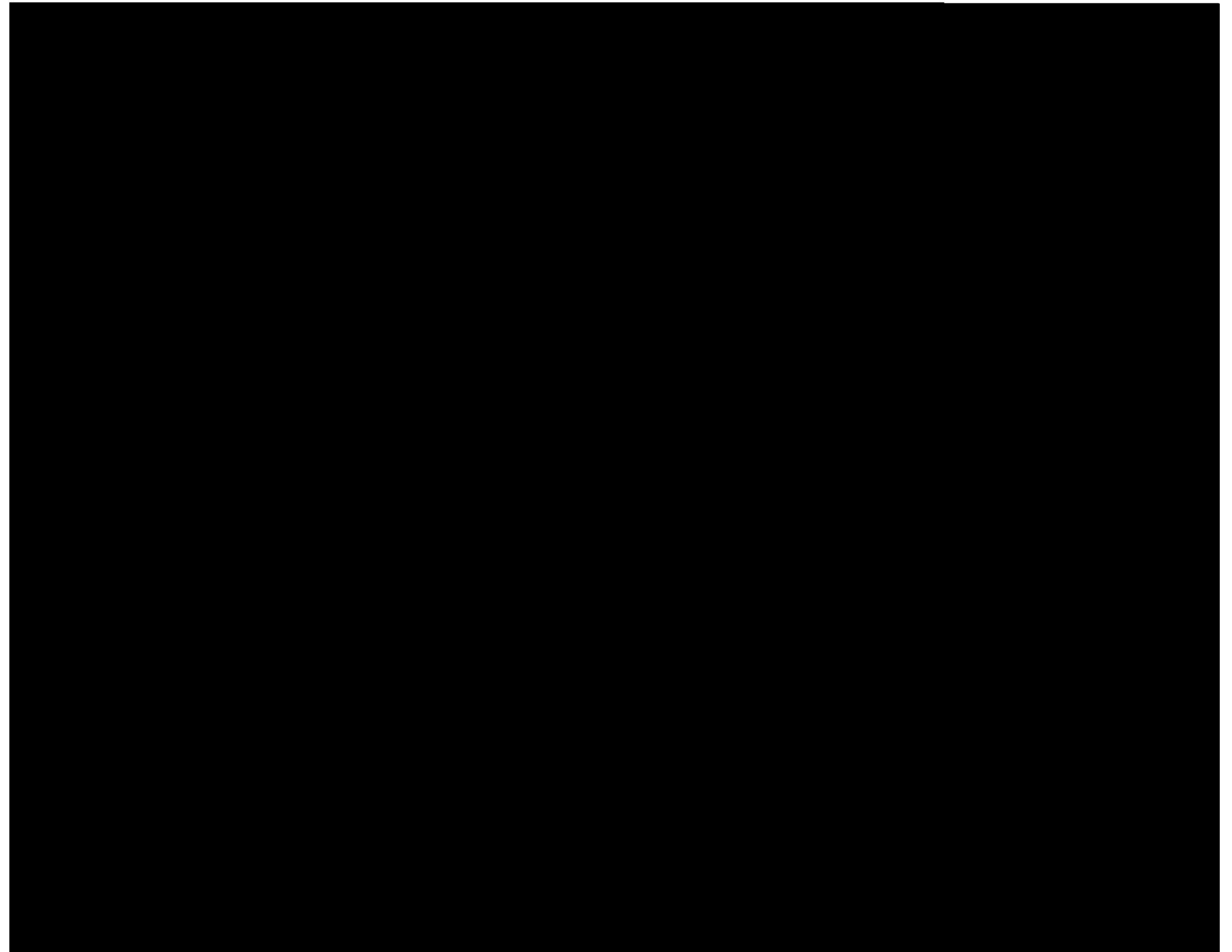


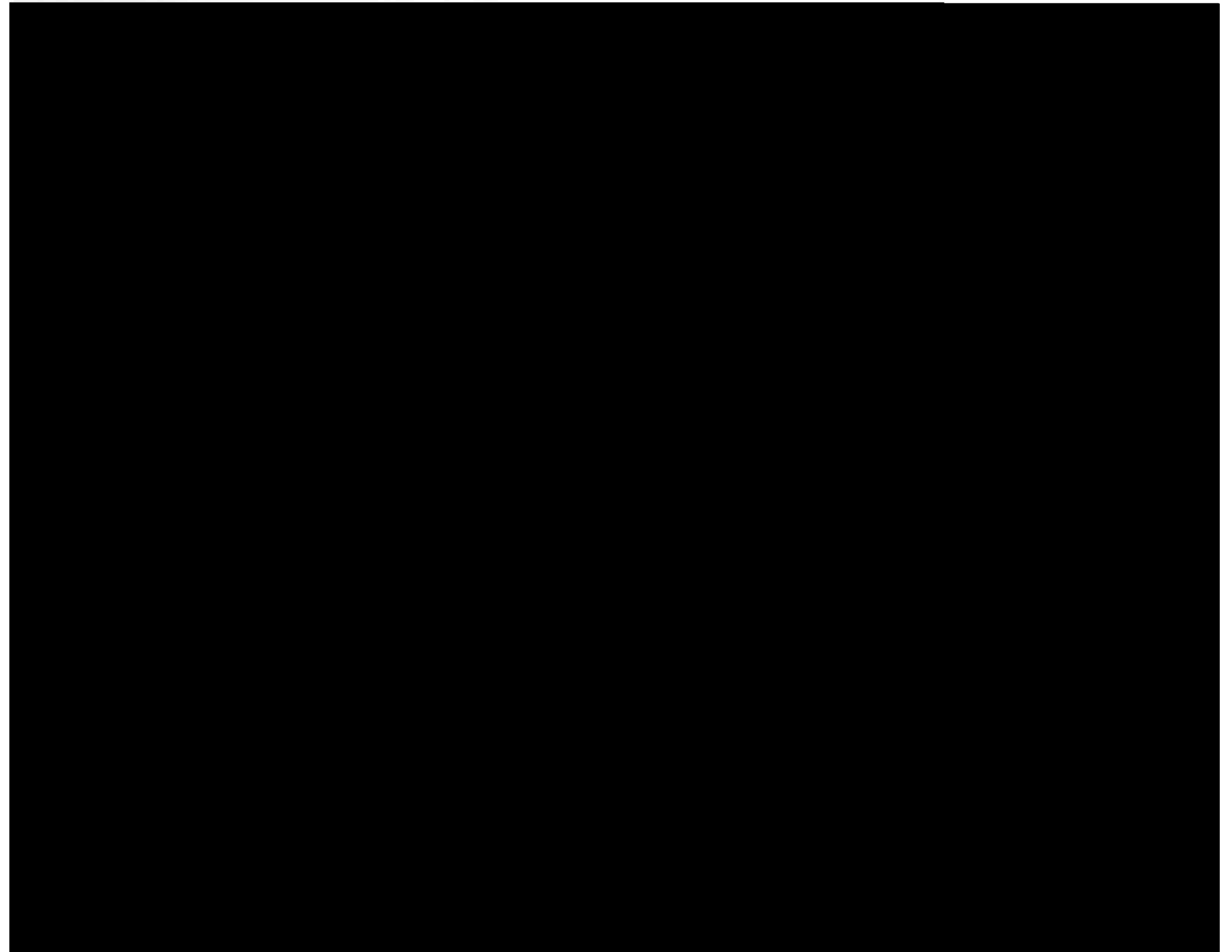


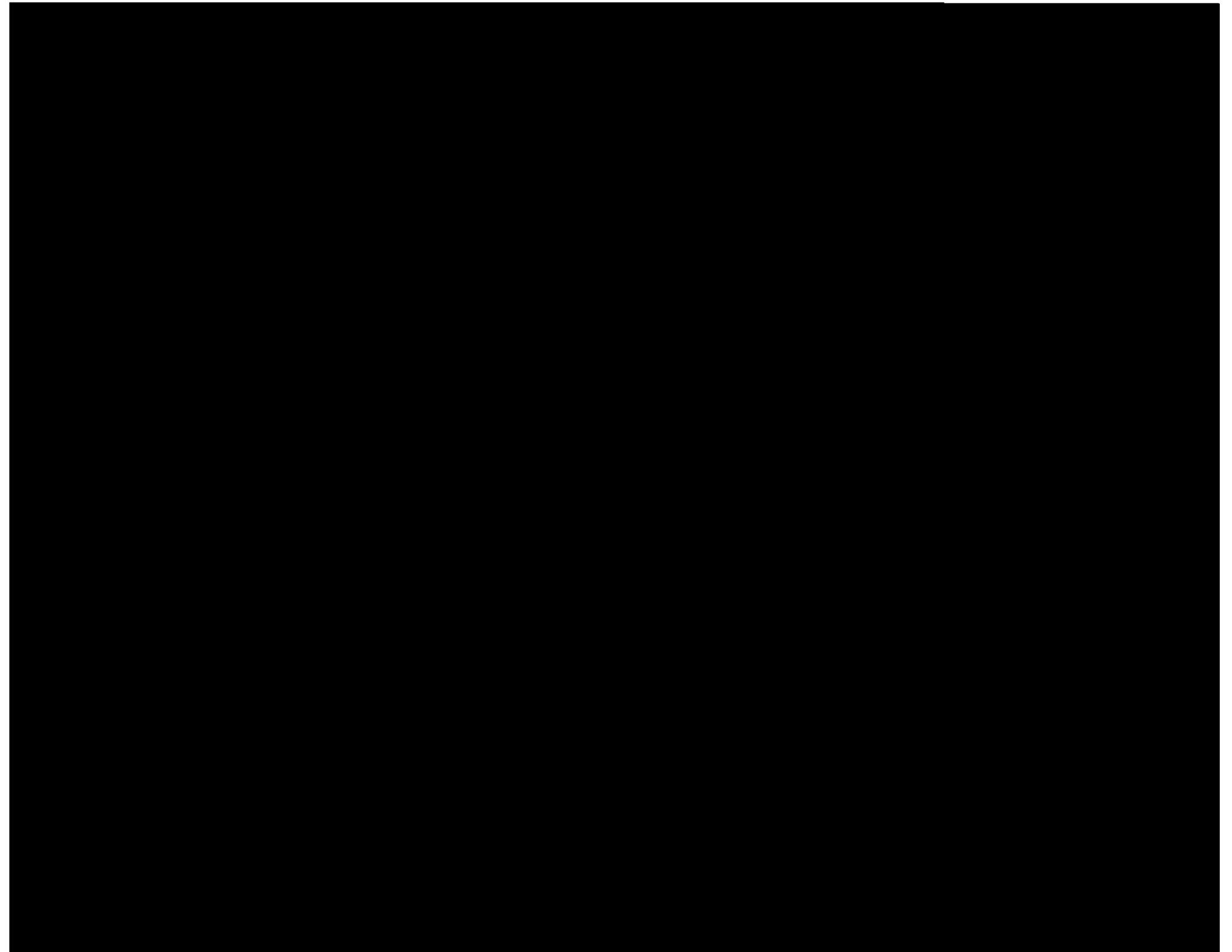


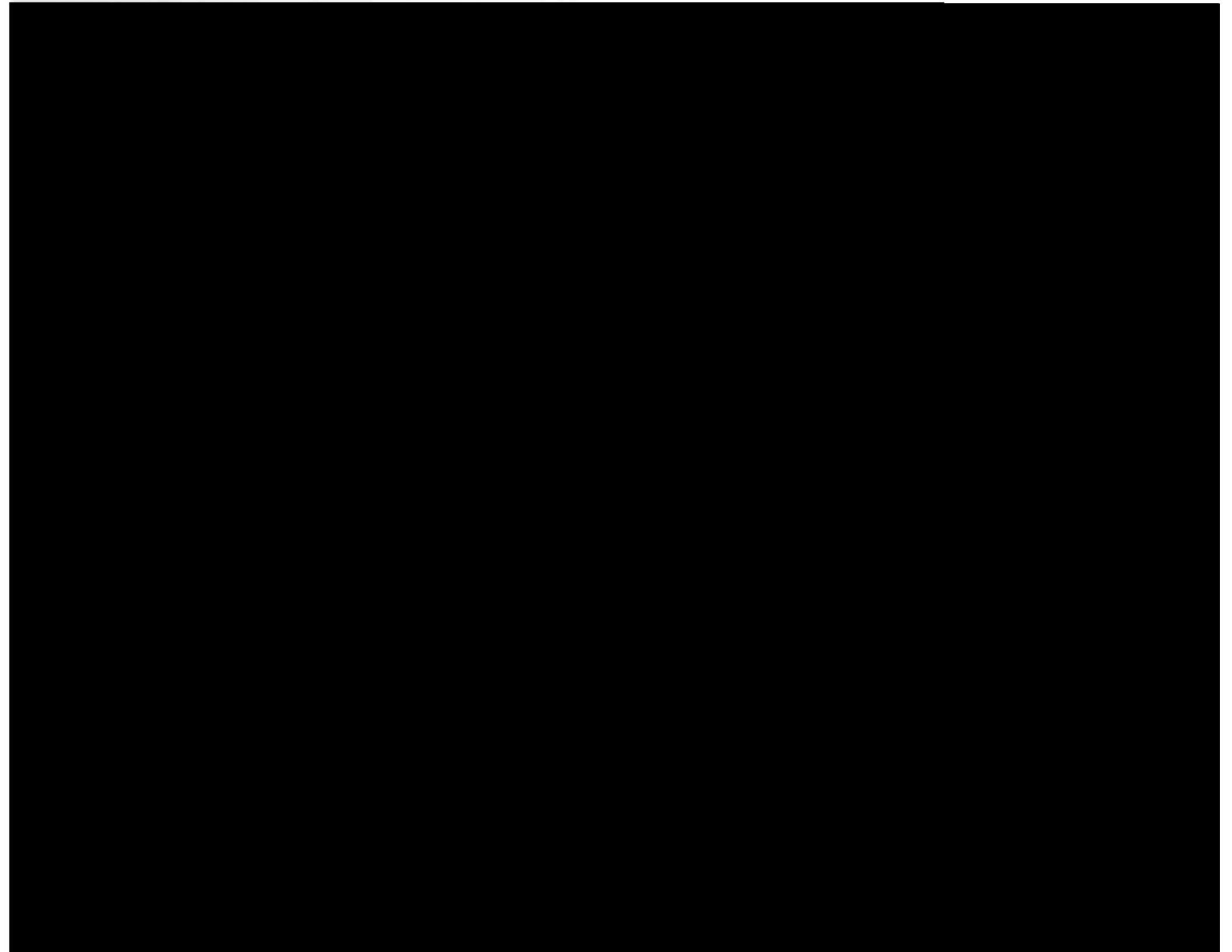


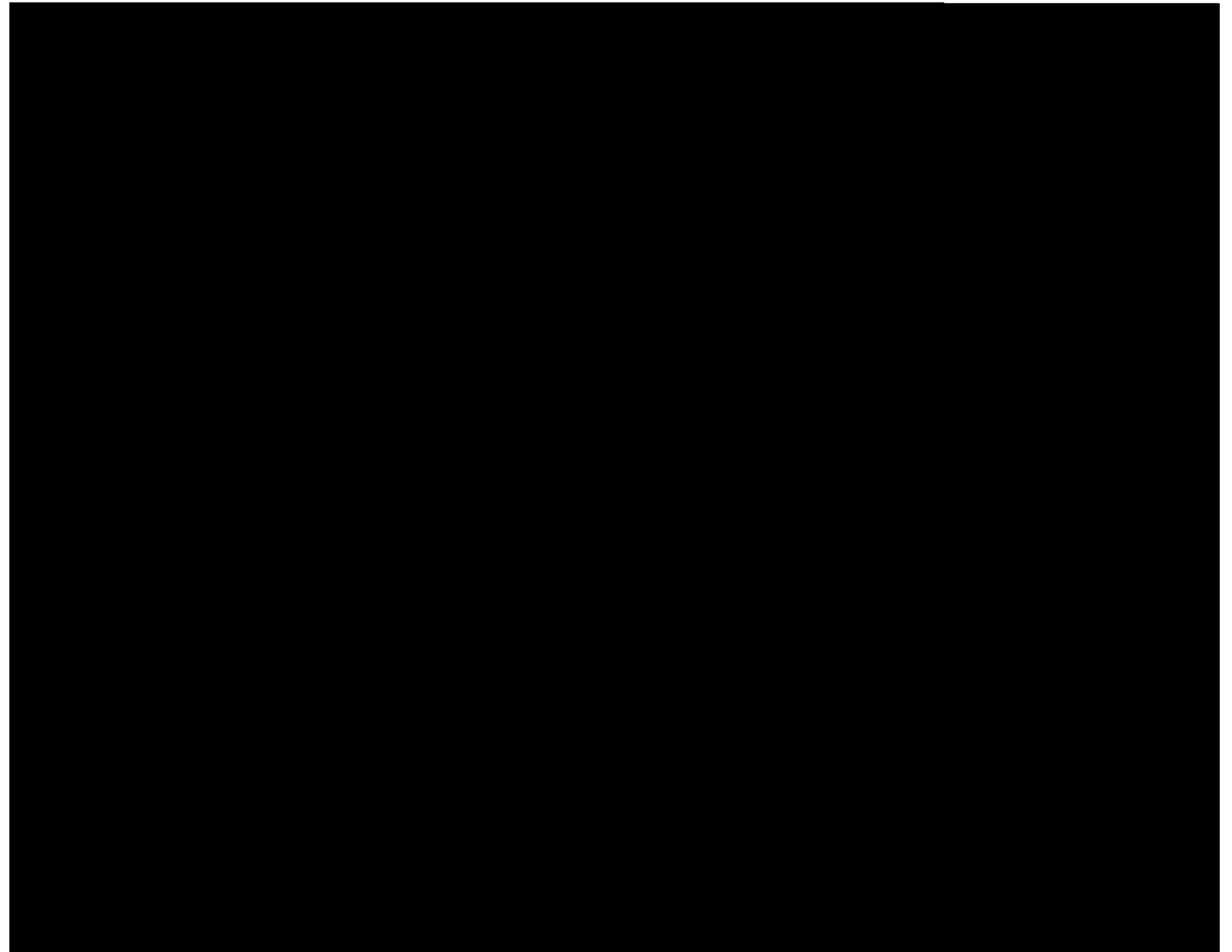




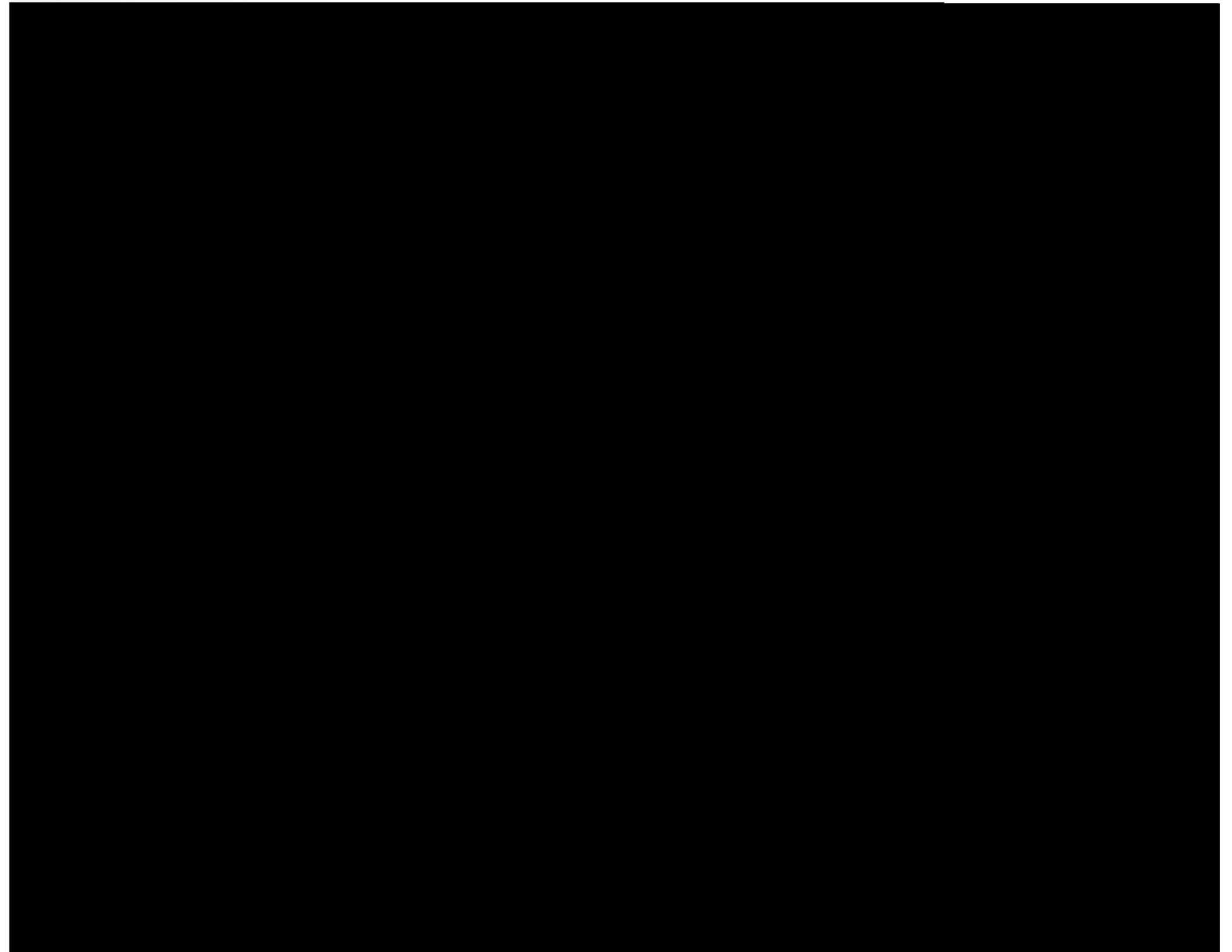


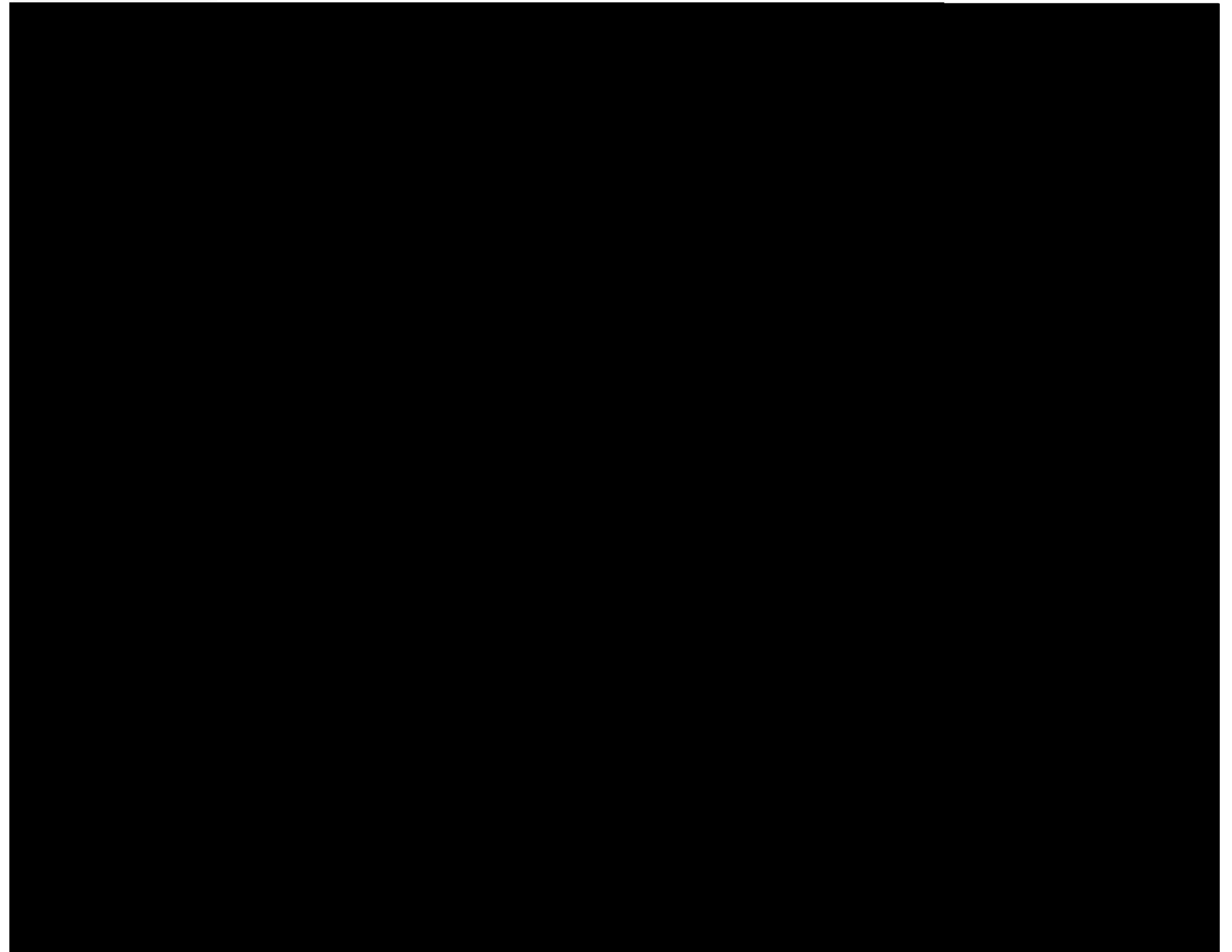


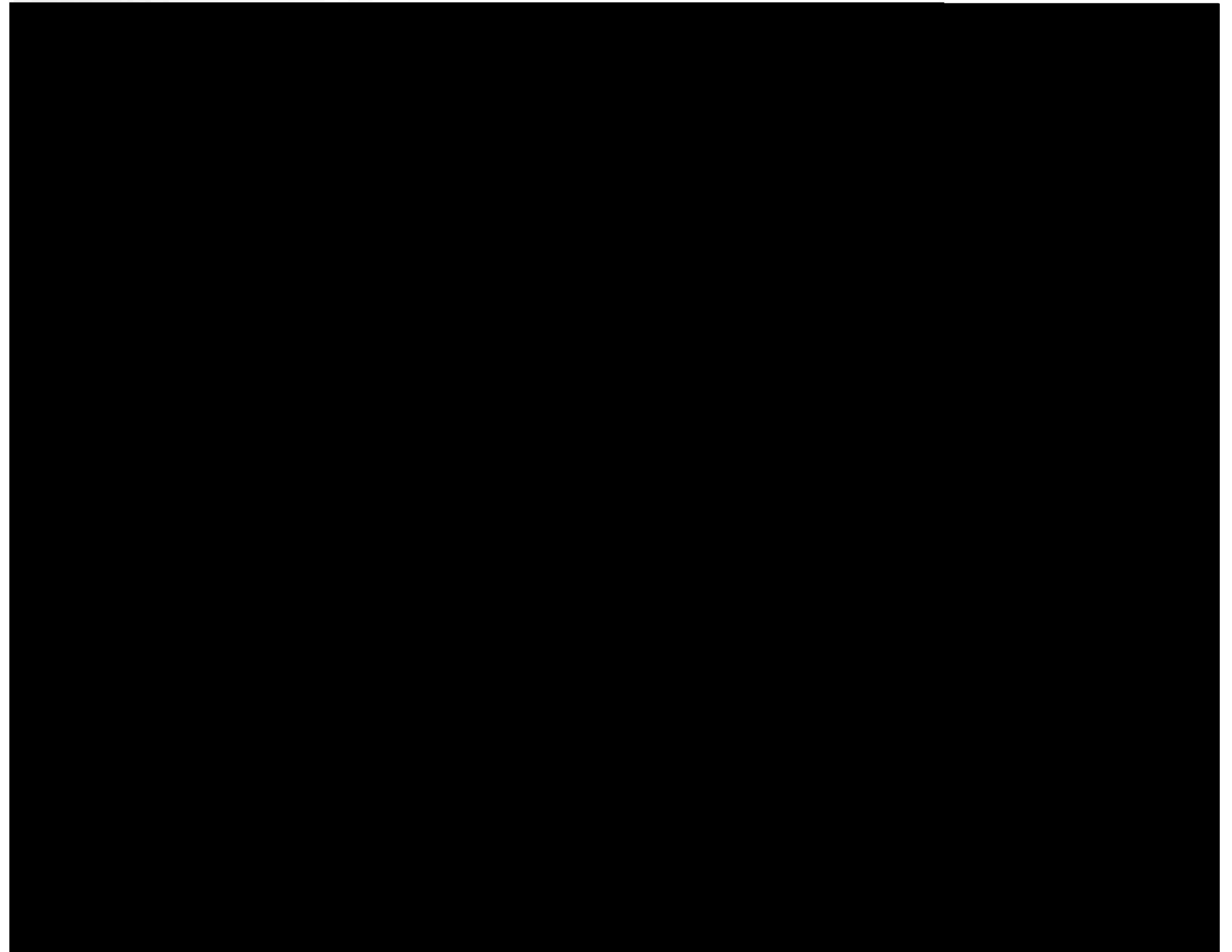


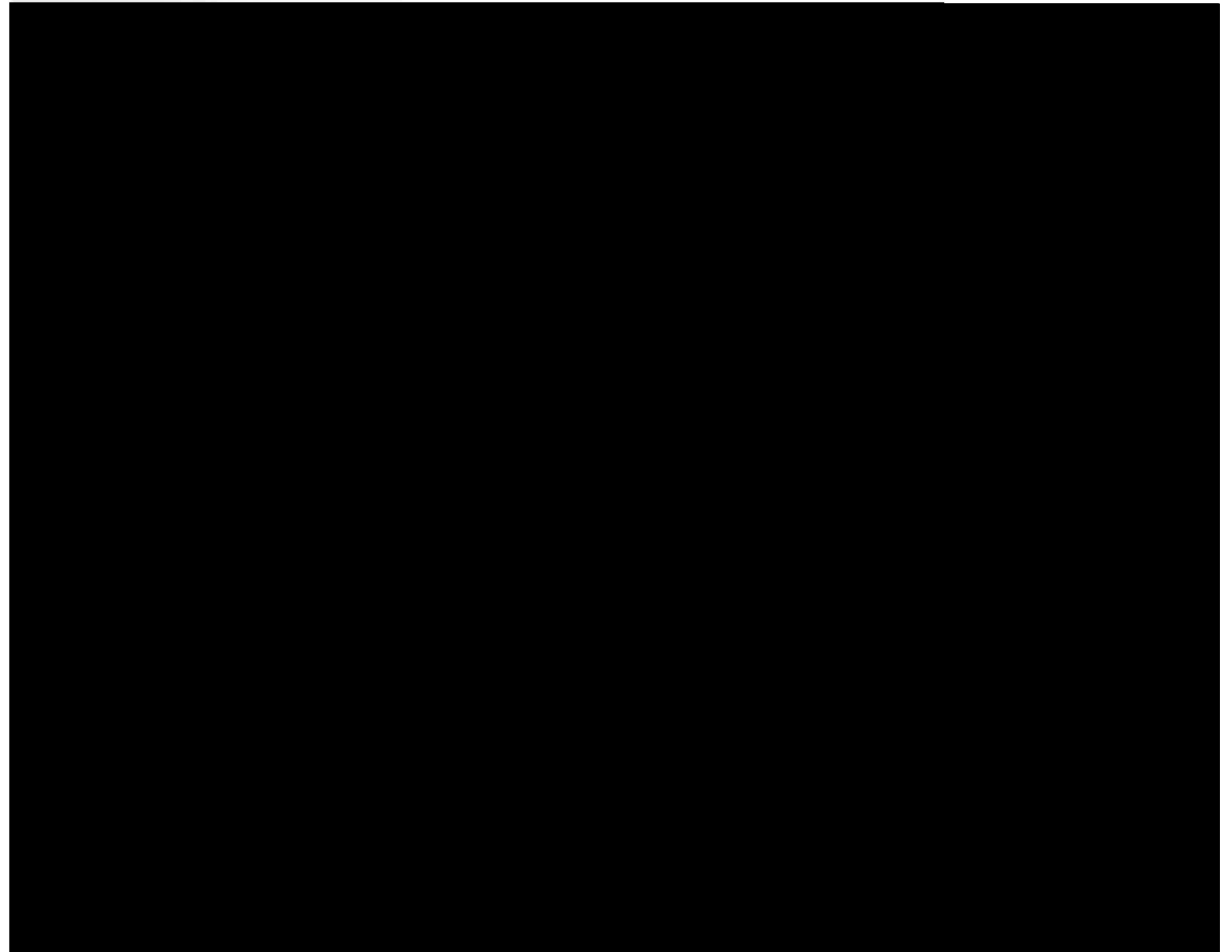


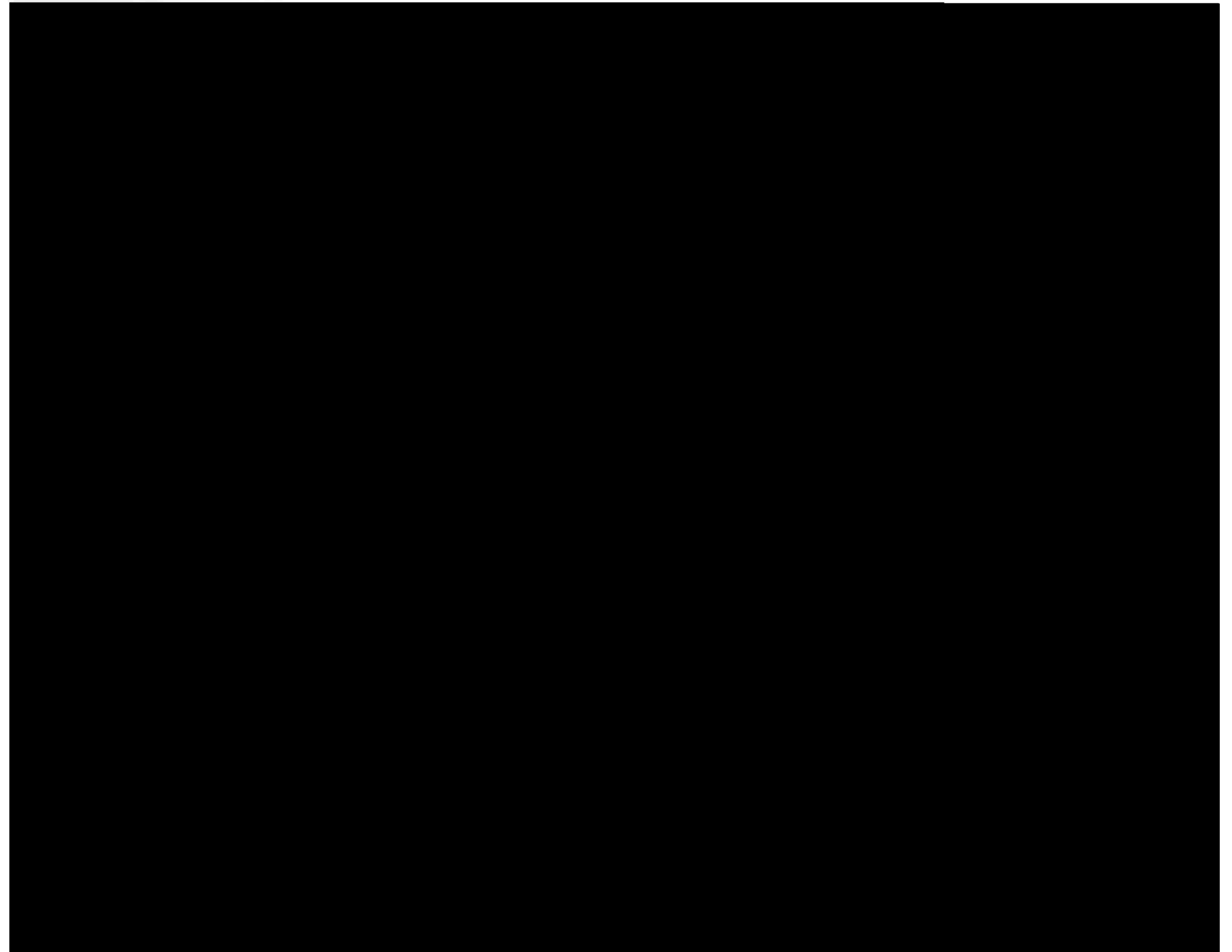


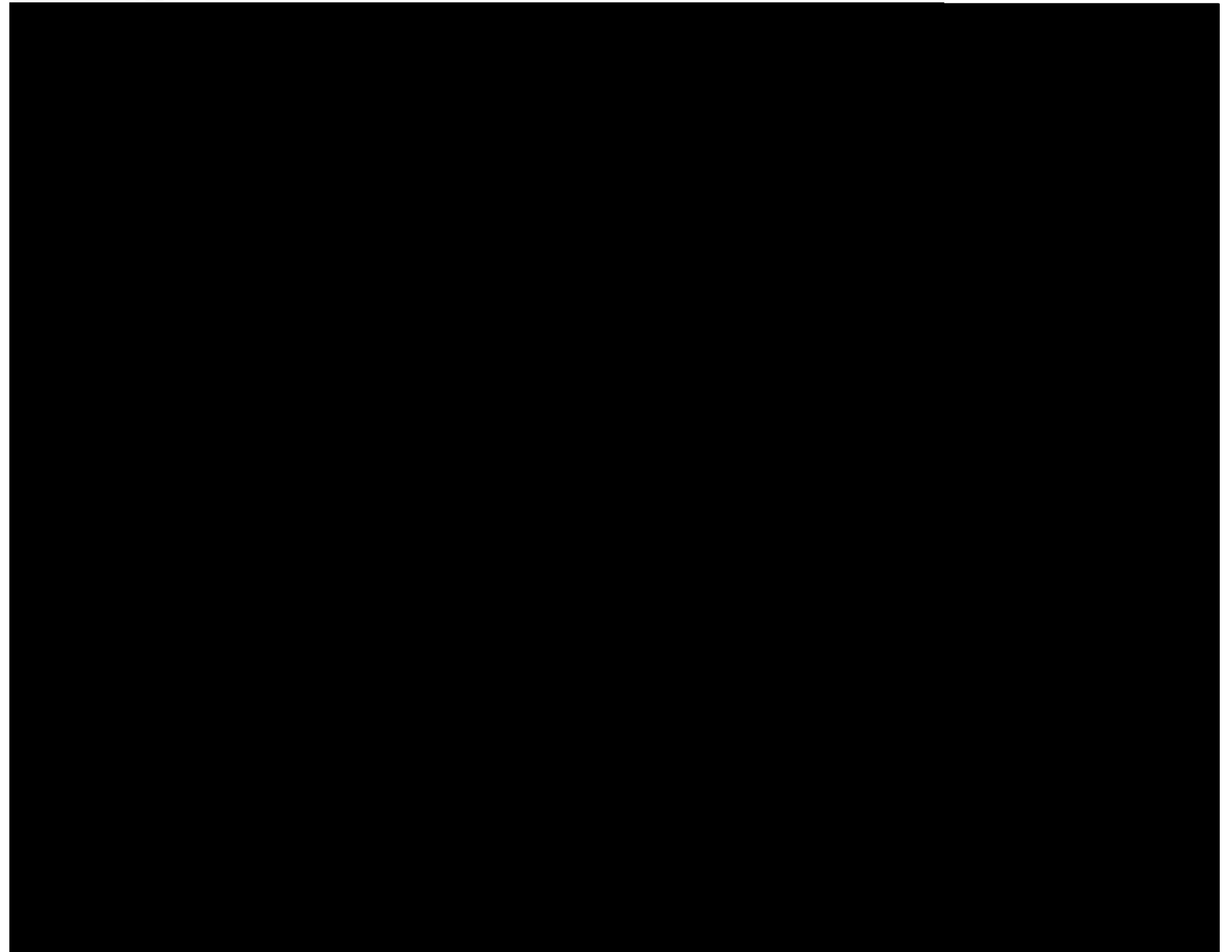












# Exhibit 4 – Criminal Background Check

The information redacted in this document contains personal information which is not subject to disclosure. Information has been redacted in this document because it is not subject to Alabama Open Records Act and/or any other applicable statute. Specifically, “[r]ecorded information received by a public officer in confidence, sensitive personnel records, pending criminal investigations, and records the disclosure of which would be detrimental to the best interests of the public” are not necessarily subject to disclosure. Personal identifiers of non-public employees can be redacted from public records. Op. Att’y Gen. Ala. No. 2006-134, 2006 Ala. AG LEXIS 97 (Aug. 17, 2006) (home addresses, telephone numbers, and marital status of individual may be removed from National Fire Incident Reporting Systems forms). Personal information, such as social security numbers, names of minor children, dates of birth, addresses of individuals, financial account numbers, marital status, medical information, confidential recommendations of employment, and drug or alcohol testing results can be redacted. *Graham v. Ala. State Emps. Ass’n*, 991 So. 2d 710, 719 (Ala. Civ. App. 2007). Redaction is permissible to prevent disclosure of irrelevant, sensitive, confidential, or private information. *Ex parte Liberty Mut. Ins. Co.*, 92 So. 3d 90,103-04 (Ala. Civ. App. 2012). Statutory and judicially created exceptions to the Open Records Act protect an individual’s privacy and privileged information. *Allen v. Barksdale*, 32 So. 3d 1264, 1274 (Ala. 2009).

## Verification

**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

resident

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FD8214B461...

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

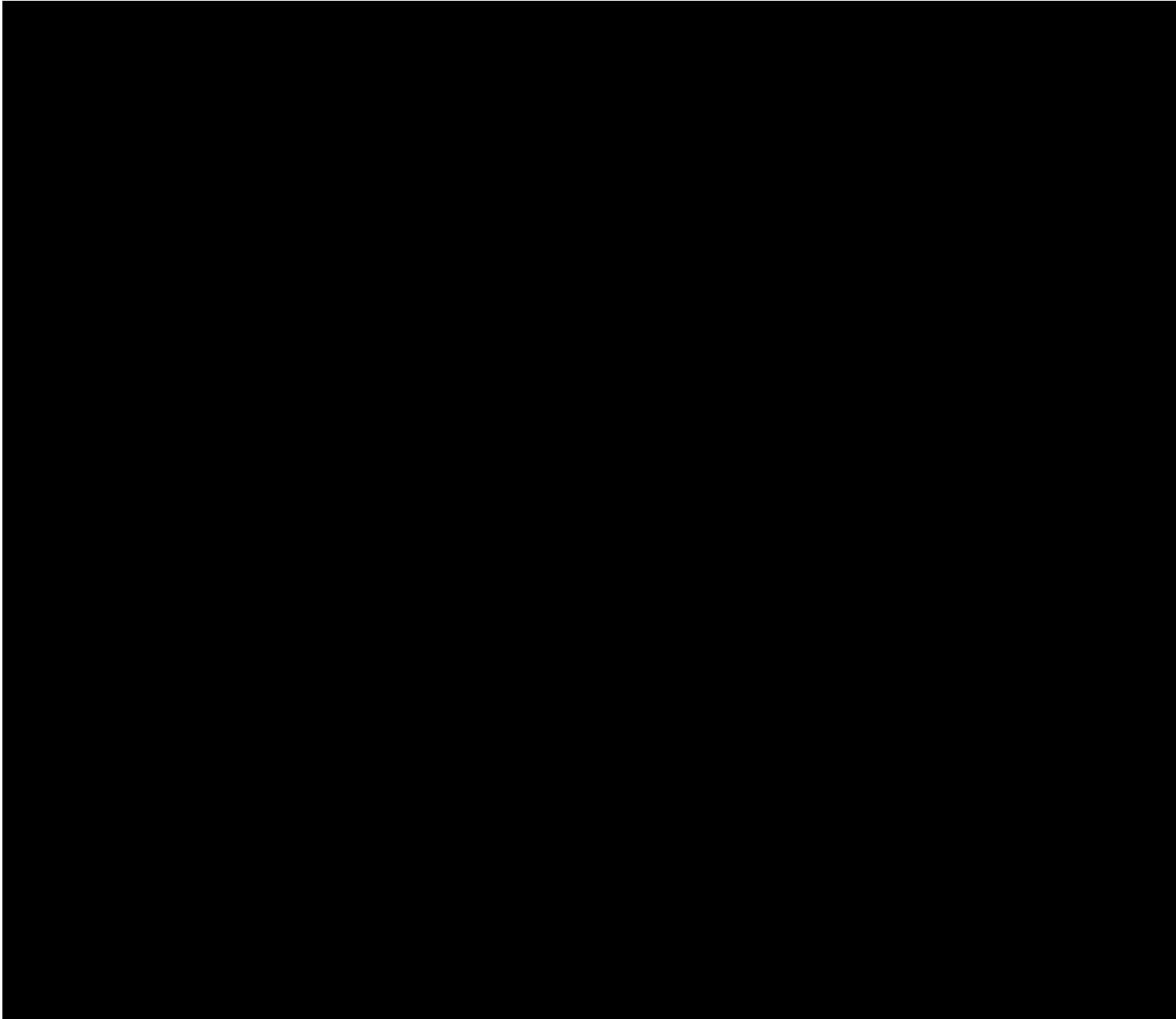
Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

*Provide the name and title of each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant). Attach additional forms if necessary.*



**Applicant Verification:** The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual listed hereinabove (and attached, as necessary) has requested a state criminal background check from the Alabama Law Enforcement Agency (ALEA) and a national criminal background check from the FBI.

Michael D. Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

*Michael Bruce*

12/30/2022

Signature of Verifying Individual

Verification Date



**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

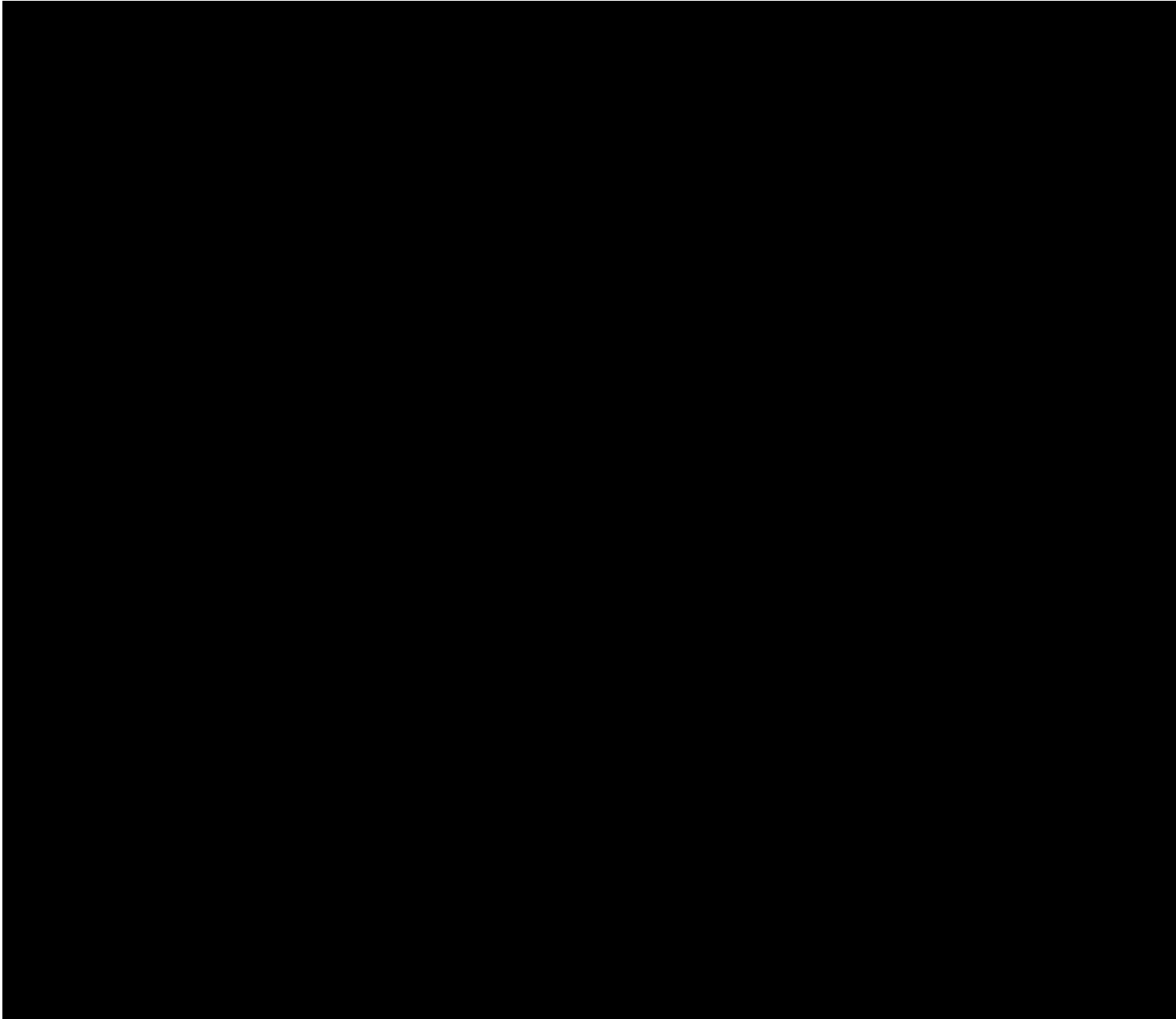
Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

*Provide the name and title of each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant). Attach additional forms if necessary.*



**Applicant Verification:** The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual listed hereinabove (and attached, as necessary) has requested a state criminal background check from the Alabama Law Enforcement Agency (ALEA) and a national criminal background check from the FBI.

Michael D. Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

*Michael Bruce*

12/30/2022

Signature of Verifying Individual

Verification Date

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

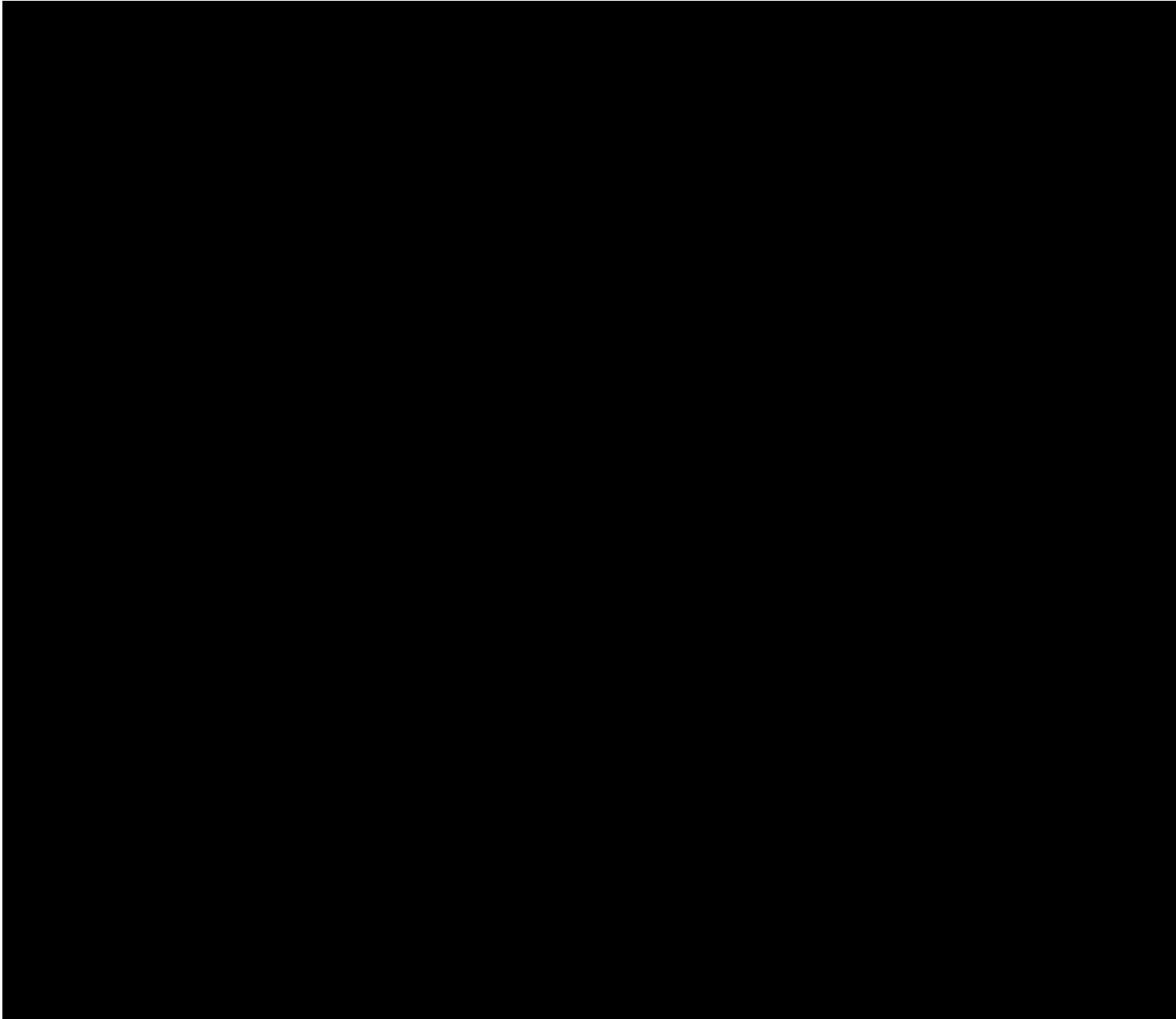
Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

*Provide the name and title of each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant). Attach additional forms if necessary.*



**Applicant Verification:** The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual listed hereinabove (and attached, as necessary) has requested a state criminal background check from the Alabama Law Enforcement Agency (ALEA) and a national criminal background check from the FBI.

Michael D. Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

*Michael Bruce*

12/30/2022

Signature of Verifying Individual

Verification Date

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

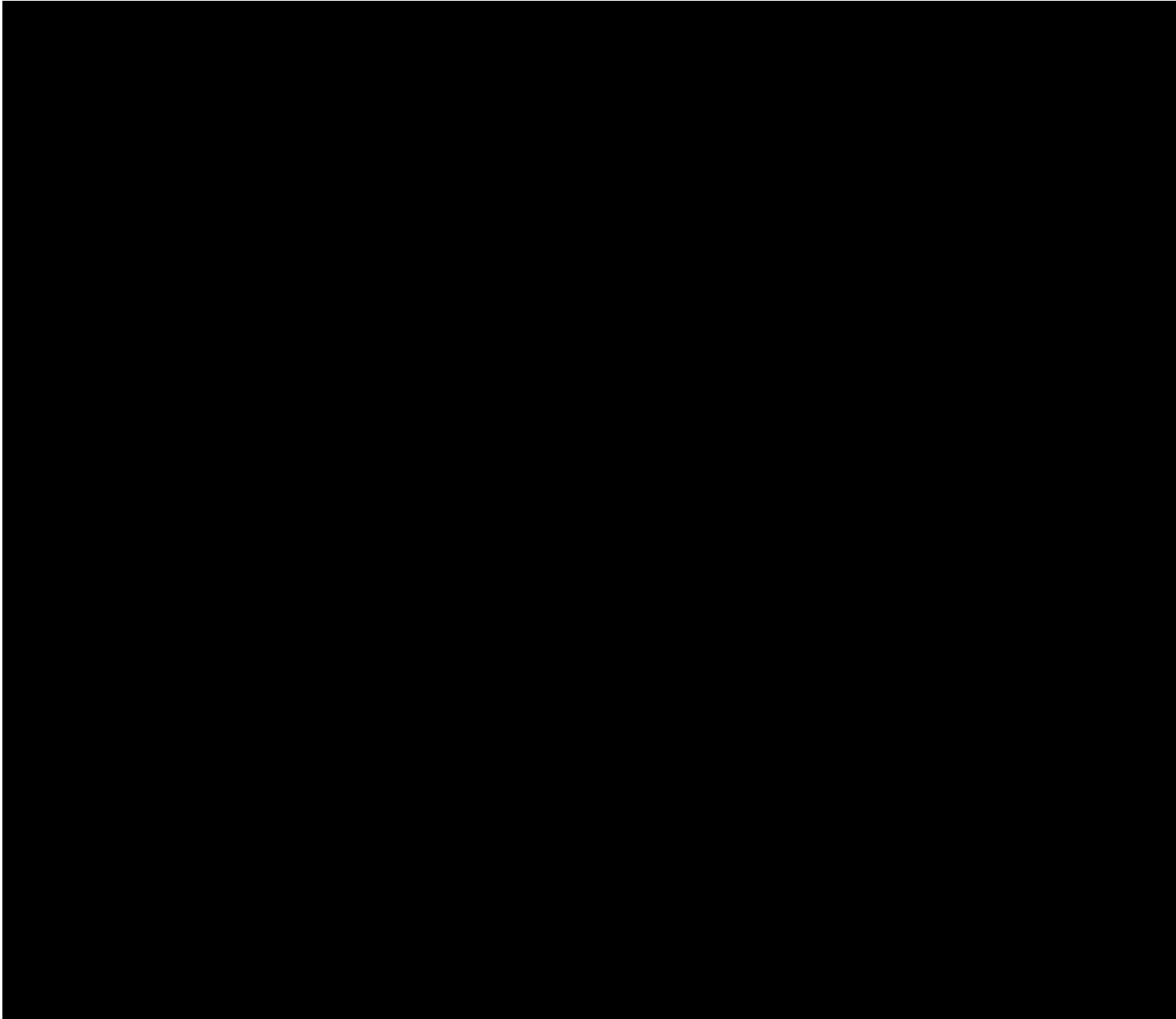
Alabama Always LLC

Integrated Facility

Business License Applicant Name

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Printed Name of Verifying Individual

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**FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**

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Alabama Always, LLC

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*Michael Bruce*

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Signature of Verifying Individual

12/30/22

Verification Date

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Alabama Always, LLC

Integrated Facility

Business License Applicant Name

License Type



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*Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.*

Alabama Always, LLC

Integrated Facility

Business License Applicant Name


License Type



**Verification**

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
- That the individual has submitted its national criminal background check form (FBI Identity History Summary Request Form), and all other items required therewith, to the FBI.
- That the individual, on his/her state and national background check forms, has authorized ALEA and the FBI, as applicable, to release any and all criminal history information of the individual to the Alabama Medical Cannabis Commission.
- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.

DocuSigned by:  
  
 1A206EB8214B461...  
 Signature of Verifying Individual

12/30/22  
 Verification Date

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DocuSigned by:  
*Michael Bruce*

Signature of Verifying Individual

12/30/22

Verification Date

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12/30/22  
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Alabama Always, LLC

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DocuSigned by:

*Michael Bruce*

1A208FB8214B461...

Signature of Verifying Individual

12/30/22

Verification Date

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Alabama Always, LLC

Integrated Facility

Business License Applicant Name

License Type



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DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

Signature of Verifying Individual

12/30/22

Verification Date

# Exhibit 5 - Minimum Performance Bond Requirements

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

**Signature of Verifying Individual**

**Verification Date**

This contract is registered and delivered as surplus line coverage under the Alabama Surplus Line Insurance Law.

Bond Number: M710139

**FORM F: INTEGRATED FACILITY PERFORMANCE BOND**

**Know All Persons by These Presents:**

That we, the undersigned, Alabama Always, LLC (Full legal name of Principal), of the City of Montgomery, County of Montgomery, State of Alabama, as Principal, and Continental Heritage Insurance Company (Full legal name of Surety), of the City of Orange Village, County of Cuyahoga, State of Ohio, as Surety, are held and firmly bound and do hereby acknowledge our indebtedness to the State of Alabama, Alabama Medical Cannabis Commission, as Obligee (hereinafter, "the Commission"), in the sum of Two Million and No/100 Dollars (\$2,000,000.00) payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, in accordance with the following terms and conditions:

1. The Surety possesses, at a minimum, an A rating and verified proof of such rating is attached hereto.
2. The Condition of the above obligation is such that the Principal has applied for the issuance or renewal of a license to engage in the business of an Integrated Facility under § 20-2A-67, Ala. Code 1975, and Rules 538-x-9-.01, et seq., of the Commission's Rules and Regulations. Said license and any renewals thereof are hereby incorporated into and made a part of this bond as though fully set forth herein.
3. Liability for the payment of this sum to which we hereby obligate and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, becomes effective upon (a) The Commission's grant or renewal of a license to the Principal to operate as an Integrated Facility; and (b) Failure by the Principal to strictly comply with all applicable provisions of (and all orders, rules and regulations issued pursuant to) the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Ala. Code 1975, and the Principal's obligations thereunder; such compliance and obligations shall include, but shall not be limited to: (1) timely and successful completion of Principal's facilities construction, (2) timely and successful initiation and continuation of operations in compliance with all legal requirements and the Principal's attestations to the Commission, (3) timely and faithful payment of all fees, (4) maintenance of accurate books and records, (5) fulfillment of reporting requirements and cooperation with inspections, and (6) strict compliance with State tax requirements.
4. This Bond shall be deemed continuous in form and shall remain in full force and effect from the effective date (the later to occur of the Commission's granting a license to the Principal or the execution and engagement of this Bond) until such time as the Principal's license is withdrawn, terminates through voluntary or involuntary non-renewal, or is revoked by the Commission; except, however, that this Bond shall remain effective as to any of the Principal's acts or omissions that occur at any time while this Bond has been in force until its termination. This Bond may be canceled by the Surety upon 30 days' written notice to the Principal and the Commission.
5. If the Commission, as Obligee, determines that the Principal has failed to comply with the terms hereof, the Surety shall, upon demand in writing, make payment upon the bond in such amount as will cover any damages caused by said failure, plus any interest, costs, expenses and attorney fees of the

Commission, up to the full amount of the Bond. In the event of the Surety's failure or refusal to pay, the Commission may proceed against the Principal or Surety herein, or both, to enforce a right of action on the bond. Any suit upon this Bond may be initiated in any court of competent jurisdiction against the Principal and/or the Surety after the passage of forty-five (45) days from the demand.

- 6. Regardless of the amount of time the Bond remains in effect, the amount or number of premiums paid, the number of renewals of the license, the number of claimants, or the number of claims made, the aggregate liability under this Bond shall not exceed the amount of this Bond.
- 7. The Principal and Surety agree that they shall not amend or modify the terms of this Bond without prior written consent of the Commission. The Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the license or any renewals shall in any way affect the obligations of said Surety as to this Bond, and it does hereby waive notice of any such modifications, omissions or additional to the terms of the license or any renewals.

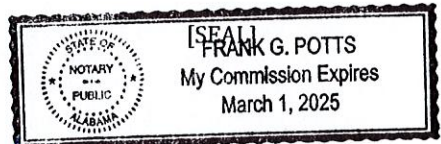
This Bond is executed in (City, County, State): Orange Village, Cuyahoga, Ohio  
on this 23rd day of December, 2022.

**SIGNATURES AND NOTARIZATIONS OF PRINCIPAL AND SURETY**

We acknowledge the foregoing and agree to be bound thereby (may be executed separately):

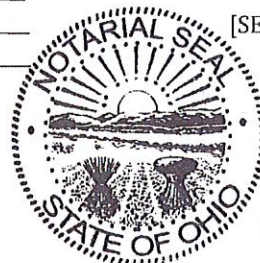
ALABAMA ALWAYS, LLC      Mike Bruce / President  
Name of Principal      Signature of Principal/Principal's Authorized Agent & Title  
2914 Chestnut Street  
Address of Principal  
Montgomery      ALABAMA      36107  
City      State      Zip

**Notarization:** Sworn to and subscribed before me, a Notary in and for said County and State, by the Principal on this 28th day of December, 2022.  
Signature of Notary: Frank G. Potts  
My Commission Expires: \_\_\_\_\_



Continental Heritage Insurance Company      BDR      Brian D. Rehfuss, CVO  
Name of Surety      Signature Surety/Surety's Authorized Agent & Title  
200 Park Avenue, Suite 400  
Address of Surety  
Orange Village      Ohio      44122  
City      State      Zip

**Notarization:** Sworn to and subscribed before me, a Notary in and for said County and State, by the Surety on this 23rd day of December, 2022.  
Signature of Notary: Sean T. O'Brien  
My Commission Expires: No Expiration



[SEAL]  
SEAN T. O'BRIEN  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

**CONTINENTAL HERITAGE INSURANCE COMPANY**  
**ORANGE VILLAGE, OH**  
**POWER OF ATTORNEY**

**POWER NO. M710139**

KNOW ALL MEN BY THESE PRESENTS: That the Continental Heritage Insurance Company, a corporation in the State of Florida, does hereby nominate, constitute and appoint: \*\*\*\* **Brian D. Rehfuss** \*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Million and 00/100 Dollars (\$2,000,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Continental Heritage Insurance Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2021.

**CONTINENTAL HERITAGE INSURANCE COMPANY**



By:   
Sean T. O'Brien, President

By:   
Alfred Shikany, Secretary

Notary Public)  
State of Florida)

SS:

On this 27th day of August, 2021, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Adam Hall and Sean T. O'Brien of the Continental Heritage Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Orange Village, Ohio, the day and year above written.



JENNIFER LIOTTA-HARRIS  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2024

  
Jennifer Liotta-Harris, Notary Public  
My Commission Expires January 22, 2024

State of Ohio )

SS:

I, the undersigned, Secretary of the Continental Heritage Insurance Company, a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Orange Village, Ohio this 23<sup>th</sup> day of December, 2022.



  
Alfred Shikany, Secretary



# Continental Heritage Insurance Company

## Certificate

2021

The following financial information was excerpted from the Statutory Annual Statement filed by Continental Heritage Insurance Company with the Florida Officer of Insurance Regulation.

### STATEMENT OF INCOME

|                                      |                  |
|--------------------------------------|------------------|
| Direct Written Premium               | \$ 7,448,479     |
| Reinsurance Assumed                  | 10,915           |
| Reinsurance Ceded                    | (787,937)        |
| Net Written Premium                  | 6,671,457        |
| Change in Unearned                   | 750,430          |
| Net Earned Premium                   | 7,421,887        |
| Losses & LAE Incurred                | 1,421,791        |
| Underwriting and commission expenses | 4,960,781        |
| Underwriting Gain/(Loss)             | 1,039,315        |
| Net Investment Income                | 488,023          |
| Other Income                         | 73,908           |
| Income Before FIT                    | 1,601,246        |
| Federal Income Tax                   | 265,762          |
| <b>Net Income</b>                    | <b>1,335,484</b> |

### BALANCE SHEET

|  |                   |
|--|-------------------|
| <u>Assets</u>                          |                   |
| Invested Assets                        | 31,234,404        |
| Other Assets                           | 7,092,162         |
| <b>Total Assets</b>                    | <b>38,326,566</b> |
| <u>Liabilities &amp; Surplus</u>       |                   |
| Unearned Premium Reserve               | 3,032,688         |
| Loss & LAE Reserves                    | 3,139,341         |
| Other Liabilities                      | 6,367,317         |
| <b>Total Liabilities</b>               | <b>12,539,346</b> |
| <b>Surplus</b>                         | <b>25,787,220</b> |
| <b>Total Liabilities &amp; Surplus</b> | <b>38,326,566</b> |

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Continental Heritage Insurance Company with the Florida Office of Insurance Regulation for the year ending December 31, 2021.


*Daniel E. Waddell*

Daniel E. Waddell, Treasurer



# AM Best Rating Services

## Continental Heritage Insurance Company

BestLink  AMB #: 001933 NAIC #: 39551 FEIN #: 870363183

**Administrative Office**  
 200 Park Avenue Suite 400  
 Orange Village, Ohio 44122  
[United States](#)

**Web:** [www.continentalheritage.com](http://www.continentalheritage.com)  
**Phone:** 440-995-1420  
**Fax:** 216-938-6952  
[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058597 - Continental Heritage Hldg Co, LLC](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

|  |                                   |                                   |                                  |        |                |          |                        |              |                             |                |   |
|--|-----------------------------------|-----------------------------------|----------------------------------|--------|----------------|----------|------------------------|--------------|-----------------------------|----------------|---|
| <p><b>Financial Strength</b> <a href="#">View Definition</a></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Rating (Rating Category):</b></td> <td>A- (Excellent)</td> </tr> <tr> <td><b>Outlook (or Implication):</b></td> <td>Stable</td> </tr> <tr> <td><b>Action:</b></td> <td>Affirmed</td> </tr> <tr> <td><b>Effective Date:</b></td> <td>May 25, 2022</td> </tr> <tr> <td><b>Initial Rating Date:</b></td> <td>June 30, 1991</td> </tr> </table>       | <b>Rating (Rating Category):</b>  | A- (Excellent)                    | <b>Outlook (or Implication):</b> | Stable | <b>Action:</b> | Affirmed | <b>Effective Date:</b> | May 25, 2022 | <b>Initial Rating Date:</b> | June 30, 1991  | <p><b>Best's Credit Rating Analyst</b></p> <p><b>Rating Office:</b> A.M. Best Rating Services, Inc.</p> <p><b>Senior Financial Analyst:</b> Maurice Thomas</p> <p><b>Associate Director :</b> Christopher Draghi, CPCU</p> <p><i>Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.</i></p> |
| <b>Rating (Rating Category):</b>   | A- (Excellent)                    |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Outlook (or Implication):</b>   | Stable                            |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Action:</b>   | Affirmed                          |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Effective Date:</b>   | May 25, 2022                      |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Initial Rating Date:</b>  | June 30, 1991                     |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <p><b>Long-Term Issuer Credit</b> <a href="#">View Definition</a></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Rating (Rating Category):</b></td> <td>a- (Excellent)</td> </tr> <tr> <td><b>Outlook (or Implication):</b></td> <td>Stable</td> </tr> <tr> <td><b>Action:</b></td> <td>Affirmed</td> </tr> <tr> <td><b>Effective Date:</b></td> <td>May 25, 2022</td> </tr> <tr> <td><b>Initial Rating Date:</b></td> <td>April 03, 2008</td> </tr> </table> | <b>Rating (Rating Category):</b>  | a- (Excellent)                    | <b>Outlook (or Implication):</b> | Stable | <b>Action:</b> | Affirmed | <b>Effective Date:</b> | May 25, 2022 | <b>Initial Rating Date:</b> | April 03, 2008 | <p><b>Disclosure Information</b></p> <p><b>Disclosure Information Form</b><br/> <a href="#">View AM Best's Rating Disclosure Form</a></p> <p><a href="#">View AM Best's Rating Review Form</a></p>  |
| <b>Rating (Rating Category):</b>   | a- (Excellent)                    |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Outlook (or Implication):</b>   | Stable                            |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Action:</b>   | Affirmed                          |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Effective Date:</b>   | May 25, 2022                      |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <b>Initial Rating Date:</b>  | April 03, 2008                    |                                   |                                  |        |                |          |                        |              |                             |                |   |
| <p><b>Financial Size Category</b> <a href="#">View Definition</a></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Financial Size Category:</b></td> <td>VI (\$25 Million to \$50 Million)</td> </tr> </table>  | <b>Financial Size Category:</b>   | VI (\$25 Million to \$50 Million) |                                  |        |                |          |                        |              |                             |                |   |
| <b>Financial Size Category:</b>  | VI (\$25 Million to \$50 Million) |                                   |                                  |        |                |          |                        |              |                             |                |   |

u Denotes [Under Review Best's Rating](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1991.

#### Financial Strength Rating

| Effective Date | Rating |
|----------------|--------|
| May 25, 2022   | A-     |
| May 11, 2021   | A-     |
| April 21, 2020 | A-     |
| April 04, 2019 | A-     |
| April 17, 2018 | A-     |

#### Long-Term Issuer Credit Rating

| Effective Date | Rating |
|----------------|--------|
| May 25, 2022   | a-     |
| May 11, 2021   | a-     |
| April 21, 2020 | a-     |
| April 04, 2019 | a-     |
| April 17, 2018 | a-     |

### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news](#), [reports](#) and [products](#) for this company.

**Press Releases**

| <u>Date</u> ▾  | <u>Title</u>   |
|--|--|
| May 10, 2013   | <a href="#">A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company</a> |
| <b>European Union Disclosures</b>  |  |
| A.M. Best Rating Services BV (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc. is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.   |  |
| Apr 30, 2004   | <a href="#">A.M. Best Places Ratings of Century Under Review</a>                               |
| <b>United Kingdom Disclosures</b>  |  |
| A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.  |  |
| <b>Australian Disclosures</b>  |  |
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| Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.  |  |
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| Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.   |  |
| <b>Important Notice:</b> AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view <a href="#">Guide to Best's Credit Ratings</a> .   |  |



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# Exhibit 6 – Minimum Liquid Assets Requirement

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206EB8214B461

12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**



**INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES**

December 29, 2022

To the Alabama Medical Cannabis Commission:

We have performed the procedures enumerated below on the Projected Financial Statements of Alabama Always, LLC for the year ended December 30, 2022 (Exhibit 6). Alabama Always, LLC's management is responsible for the Projected Financial Statements.

Alabama Always, LLC has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of submitting an application to the Alabama Medical Cannabis Commission. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- 1) We have confirmed the cash balance listed on the attached balance sheet directly with the financial institutions, Valley National Bank and Prime Meridian Bank, at which the cash is being held as of December 28, 2022. No additional activity is expected in the accounts being confirmed and all cash capital is expected to be the same at December 30, 2022, the date of the attached statements.
- 2) We have inspected the projected financial statements of Alabama Always, LLC for year ended December 30, 2022 and all supporting documentation available for accuracy and form for the intended purpose listed above.
- 3) We have assisted in preparing the statements listed above and all supporting schedules to the statements to provide additional accuracy and clarity.

We were engaged by Alabama Always, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Exhibit 6. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Alabama Always, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

Please feel free to contact us with any questions regarding this report or the statements and supplemental schedules included herein.

This report is intended solely for the information and use of the Alabama Medical Cannabis Commission and is not intended to be and should not be used by anyone other than those specified parties.

*DiPiazza LaRocca Heeter & Co., LLC*

DiPiazza LaRocca Heeter & Co., LLC  
Birmingham, Alabama

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 6**  
**BALANCE SHEET**  
**December 30, 2022**

| <b>ASSETS</b>                       | <b>2022</b>                 |
|-------------------------------------|-----------------------------|
| <b>Current Assets</b>               |                             |
| Cash and cash equivalents           | \$ 13,306,300               |
| Capital assets:                     |                             |
| Cultivation                         | 620,450                     |
| MIP                                 | 508,500                     |
| Retail                              | <u>-</u>                    |
| <b>Capital assets (net)</b>         | <u>1,128,950</u>            |
| <b>Total Assets</b>                 | <u><u>\$ 14,435,250</u></u> |
| <b>LIABILITIES AND EQUITY</b>       |                             |
| <b>Members' Equity</b>              |                             |
| Members' equity                     | \$ <u>14,435,250</u>        |
| <b>Total Members' Equity</b>        | <u>14,435,250</u>           |
| <b>Total Liabilities and Equity</b> | <u><u>\$ 14,435,250</u></u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 6**  
**STATEMENT OF MEMBERS' EQUITY**  
**December 30, 2022**

| <b>Members' Equity</b>     | <b><u>2022</u></b>          |
|----------------------------|-----------------------------|
| <b>Contributions</b>       |                             |
| Member contributions       | \$ 15,239,000               |
| <b>Total contributions</b> | <u>15,239,000</u>           |
| <br>                       |                             |
| <b>Net Income (loss)</b>   | (803,750)                   |
| <br>                       |                             |
| Beginning Equity           | <u>-</u>                    |
| <br>                       |                             |
| Ending Equity              | <u><u>\$ 14,435,250</u></u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 6**  
**STATEMENT OF INCOME**  
**For the Year Ended December 30, 2022**

|   | <u>2022</u>                |
|---|----------------------------|
| <b>Retail Sales</b>                                 | \$ -                       |
| <b>Production costs</b>                             | -                          |
| <b>Retail costs</b>                                 | -                          |
|   | <u>-</u>                   |
| <b>Gross Profit (loss)</b>                          | -                          |
| <b>Selling, General and Administrative Expenses</b> |                            |
| Administrative expenses                             | <u>803,750</u>             |
| Total Selling, General and Administrative Expenses  | <u>803,750</u>             |
| <b>Operating Income (Expense)</b>                   | (803,750)                  |
| <b>Net Income (loss)</b>                            | \$ <u><u>(803,750)</u></u> |



# Exhibit 7 – Demonstration of Sufficient Capital

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

**Signature of Verifying Individual**

**Verification Date**

## **EXHIBIT 7**

### **Statement from Michael Bruce, President and Chairman of the Board of Alabama Always, LLC., contact person for Alabama Always, LLC 's Application:**

Our company has provided two extensive sets of spreadsheets to our independent accounting firm, DHLIC CPA's and Advisors which they have reviewed thoroughly. The first was a "No Revenue" budget in order to answer Exhibit 7 and the other spreadsheet added in revenue in order to give you the Profit and Loss Statement required in Exhibit 9.

The "No Revenue" spreadsheet was a four year plan to keep our business open for the three and a half year time period required in Exhibit 7 to demonstrate "sufficient capital" to operate the business WITHOUT REVENUE. Since the question asks only for "budgets" which are the spending side of the ledger ONLY, that definition governed our response. The budget is premised on the fact that we must be able to keep our greenhouse open and in operation and keep all five of our dispensaries open to the public.

As you can see from the statements prepared here by DHLIC CPA's and Advisors, our company is able to do all of those things, without revenue, for the entire three and a half year period. This is because we are very well capitalized, having raised \$15,239,000 to launch this company.

I would note that if this were to happen, with no customers or sales for three and a half years, we would likely curtail spending, but we thought your question presumed that you wanted to see if we could sustain our business with a greenhouse and five dispensaries without revenue for that period of time. The answer is "yes we can" as you can see from the attached, verified statements from our accountants. If you would like to see the spreadsheets and the budget detail that went into the accountant's verification of our "sufficient capital", we would be happy to provide it to you in the period when you are able to ask us questions.

Thank you for your attention to this matter.



**INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES**

December 29, 2022

To the Alabama Medical Cannabis Commission:

We have performed the procedures enumerated below on the Projected No-Revenue Budget of Alabama Always, LLC for the years ended December 31, 2022, 2023, 2024, 2025, and 2026 (Exhibit 7). Alabama Always, LLC's management is responsible for Exhibit 7.

Alabama Always, LLC has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of submitting an application to the Alabama Medical Cannabis Commission. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- 1) We have inspected the Projected No-Revenue Budget of Alabama Always, LLC for years ended December 31, 2022, 2023, 2024, 2025, and 2026, and all supporting documentation available for accuracy and form for the intended purpose listed above.
- 2) We have assisted in preparing the statements listed above and all supporting schedules to the statements to provide additional accuracy and clarity.
- 3) The budget was generated with an assumption of no revenue being generated in the projected time period listed above for the purpose of presenting the sufficiency of the capital contributions that have been collected to date. These budget statements are based on the total of Alabama Always, LLC's projected annual budgets during the first three full years after a license is issued to the company without any projected revenue for that same period.

We were engaged by Alabama Always, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Exhibit 7. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Alabama Always, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

Please feel free to contact us with any questions regarding this report or the statements and supplemental schedules included herein.

This report is intended solely for the information and use of the Alabama Medical Cannabis Commission and is not intended to be and should not be used by anyone other than those specified parties.

*DiPiazza LaRocca Heeter & Co., LLC*

DiPiazza LaRocca Heeter & Co., LLC  
Birmingham, Alabama

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 7**  
**PROJECTED CAPITAL BUDGET**  
**December 31, 2022, 2023, 2024, 2025, and 2026**

| <b>ASSETS</b>               | <b>2022</b>          | <b>2023</b>          | <b>2024</b>         | <b>2025</b>         | <b>2026</b>         |
|-----------------------------|----------------------|----------------------|---------------------|---------------------|---------------------|
| <b>Current Assets</b>       |                      |                      |                     |                     |                     |
| Cash and cash equivalents   | \$ 13,310,050        | \$ 8,172,702         | \$ 3,471,077        | \$ 1,548,877        | \$ 150,557          |
| <b>Capital Assets</b>       |                      |                      |                     |                     |                     |
| Cultivation                 | 620,450              | 2,059,000            | 2,059,000           | 2,059,000           | 2,059,000           |
| MIP                         | 508,500              | 2,159,500            | 2,159,500           | 2,159,500           | 2,159,500           |
| Retail                      | -                    | 400,000              | 800,000             | 800,000             | 800,000             |
| <b>Capital assets (net)</b> | <u>1,128,950</u>     | <u>4,618,500</u>     | <u>5,018,500</u>    | <u>5,018,500</u>    | <u>5,018,500</u>    |
| <b>Total Assets</b>         | <u>\$ 14,439,000</u> | <u>\$ 12,791,202</u> | <u>\$ 8,489,577</u> | <u>\$ 6,567,377</u> | <u>\$ 5,169,057</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 7**  
**PROJECTED NO-REVENUE BUDGET**  
**For the Years Ended December 31,**

|   | <u>2022</u>          | <u>2023</u>         | <u>2024</u>         | <u>2025</u>         | <u>2026</u>        |
|---|----------------------|---------------------|---------------------|---------------------|--------------------|
| <b>Retail Sales</b>                                 | \$ -                 | \$ -                | \$ -                | \$ -                | \$ -               |
| <b>Production costs</b>                             | -                    | 1,103,192           | 2,120,129           | 646,000             | 337,600            |
| <b>Retail costs</b>                                 | -                    | 110,776             | 1,585,496           | 844,000             | 718,720            |
|   | <u>-</u>             | <u>1,213,968</u>    | <u>3,705,625</u>    | <u>1,490,000</u>    | <u>1,056,320</u>   |
| <b>Gross profit (loss)</b>                          | -                    | (1,213,968)         | (3,705,625)         | (1,490,000)         | (1,056,320)        |
| <b>Capital expenditures</b>                         |                      |                     |                     |                     |                    |
| Cultivation   | 620,450              | 1,438,550           | -                   | -                   | -                  |
| MIP   | 508,500              | 1,651,000           | -                   | -                   | -                  |
| Retail  | -                    | 400,000             | 400,000             | -                   | -                  |
|   | <u>1,128,950</u>     | <u>3,489,550</u>    | <u>400,000</u>      | <u>-</u>            | <u>-</u>           |
| <b>Selling, General and Administrative Expenses</b> |                      |                     |                     |                     |                    |
| Administrative expenses                             | 800,000              | 433,830             | 596,000             | 432,200             | 342,000            |
|   | <u>800,000</u>       | <u>433,830</u>      | <u>596,000</u>      | <u>432,200</u>      | <u>342,000</u>     |
| Total Selling, General and Administrative Expenses  | <u>800,000</u>       | <u>433,830</u>      | <u>596,000</u>      | <u>432,200</u>      | <u>342,000</u>     |
| <b>Operating Income (Expense)</b>                   | <u>(1,928,950)</u>   | <u>(5,137,348)</u>  | <u>(4,701,625)</u>  | <u>(1,922,200)</u>  | <u>(1,398,320)</u> |
| <b>Net Income (loss)</b>                            | (1,928,950)          | (5,137,348)         | (4,701,625)         | (1,922,200)         | (1,398,320)        |
| Beginning Liquid Capital                            | <u>15,239,000</u>    | <u>13,310,050</u>   | <u>8,172,702</u>    | <u>3,471,077</u>    | <u>1,548,877</u>   |
| Ending Liquid Capital                               | <u>\$ 13,310,050</u> | <u>\$ 8,172,702</u> | <u>\$ 3,471,077</u> | <u>\$ 1,548,877</u> | <u>\$ 150,557</u>  |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 7**  
**PROJECTED GENERAL AND ADMINISTRATIVE EXPENSES**  
**For the Years Ended December 31,**

|                             | <u>2022</u>       | <u>2023</u>       | <u>2024</u>       | <u>2025</u>       | <u>2026</u>    |
|-----------------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| Admin & General             | \$ -              | \$ 65,000         | \$ 80,000         | \$ 24,000         | \$ 24,000      |
| Salaries SG&A               | -                 | 168,830           | 312,000           | 282,200           | 212,000        |
| Benefits / Cafeteria Costs  | -                 | 48,000            | -                 | -                 | -              |
| Sales & Marketing           | -                 | 12,000            | 28,000            | 24,000            | 4,000          |
| Security Bond               | -                 | 53,000            | 50,000            | -                 | -              |
| General Liability Insurance | -                 | 30,000            | 30,000            | 30,000            | 30,000         |
| Security Monitoring         | -                 | 15,000            | 72,000            | 72,000            | 72,000         |
| Consulting Expenses         | 800,000           | 32,000            | 24,000            | -                 | -              |
| IP/Licensing/ Brandings     | -                 | -                 | -                 | -                 | -              |
| Repairs & Maintenance       | -                 | -                 | -                 | -                 | -              |
| Alabama Priveledge Tax      | -                 | -                 | -                 | -                 | -              |
| Sales Tax Remittance        | -                 | -                 | -                 | -                 | -              |
| Federal Tax Obligation      | -                 | -                 | -                 | -                 | -              |
| Partners Payouts            | -                 | -                 | -                 | -                 | -              |
| Deposits                    | -                 | 10,000            | -                 | -                 | -              |
|                             | <u>\$ 800,000</u> | <u>\$ 433,830</u> | <u>\$ 596,000</u> | <u>\$ 432,200</u> | <u>342,000</u> |

# Exhibit 8 – Minimum Operating Capital Requirement

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**



DiPiazza LaRocca Heeter & Co, LLC  
510 Office Park Drive • Suite 100  
Birmingham, AL 35223  
205.871.9973  
www.dlhcpa.com

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

December 29, 2022

To the Alabama Medical Cannabis Commission:

We have performed the procedures enumerated below on the Projected No-Revenue Budget of Alabama Always, LLC for the years ended December 31, 2022, 2023, 2024, and 2025 (Exhibit 8). Alabama Always, LLC's management is responsible for Exhibit 8.

Alabama Always, LLC has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of submitting an application to the Alabama Medical Cannabis Commission. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- 1) We have inspected the Projected No-Revenue Budget of Alabama Always, LLC for years ended December 31, 2022, 2023, 2024, and 2025, and all supporting documentation available for accuracy and form for the intended purpose listed above.
- 2) We have assisted in preparing the statements listed above and all supporting schedules to the statements to provide additional accuracy and clarity.
- 3) The budget was generated with an assumption of no revenue being generated in the projected time period listed above for the purpose of presenting Alabama Always, LLC's ability to meet the minimum operating capital requirement. These budget statements are based on the total of Alabama Always, LLC's projected annual budgets during the first two full years following the date the application is accepted by the Commission without any projected revenue for that same period.

We were engaged by Alabama Always, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Exhibit 8. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Alabama Always, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

Please feel free to contact us with any questions regarding this report or the statements and supplemental schedules included herein.

This report is intended solely for the information and use of Alabama Medical Cannabis Commission and is not intended to be and should not be used by anyone other than those specified parties.

*DiPiazza LaRocca Heeter & Co., LLC*

DiPiazza LaRocca Heeter & Co., LLC  
Birmingham, Alabama



**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED CAPITAL BUDGET**  
**December 31, 2022, 2023, 2024, and 2025**

| <b>ASSETS</b>               | <u>2022</u>          | <u>2023</u>          | <u>2024</u>         | <u>2025</u>         |
|-----------------------------|----------------------|----------------------|---------------------|---------------------|
| <b>Current Assets</b>       |                      |                      |                     |                     |
| Cash and cash equivalents   | \$ 13,310,050        | \$ 8,172,702         | \$ 3,471,077        | \$ 1,548,877        |
| <b>Capital Assets</b>       |                      |                      |                     |                     |
| Cultivation                 | 620,450              | 2,059,000            | 2,059,000           | 2,059,000           |
| MIP                         | 508,500              | 2,159,500            | 2,159,500           | 2,159,500           |
| Retail                      | -                    | 400,000              | 800,000             | 800,000             |
| <b>Capital assets (net)</b> | <u>1,128,950</u>     | <u>4,618,500</u>     | <u>5,018,500</u>    | <u>5,018,500</u>    |
| <b>Total Assets</b>         | <u>\$ 14,439,000</u> | <u>\$ 12,791,202</u> | <u>\$ 8,489,577</u> | <u>\$ 6,567,377</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED NO-REVENUE BUDGET**  
**For the Year Ended December 31, 2022**

|   |    | <u>2022</u>              |
|---|----|--------------------------|
| <b>Retail Sales</b>                                 | \$ | -                        |
| <b>Production costs</b>                             |    | -                        |
| <b>Retail costs</b>                                 |    | -                        |
|   |    | <hr/>                    |
| <b>Gross profit (loss)</b>                          |    | -                        |
| <b>Capital expenditures</b>                         |    |                          |
| Cultivation   |    | 620,450                  |
| MIP   |    | 508,500                  |
| Retail  |    | -                        |
|   |    | <hr/>                    |
|   |    | 1,128,950                |
| <b>Selling, General and Administrative Expenses</b> |    |                          |
| Administrative expenses                             |    | <hr/> 800,000            |
| Total Selling, General and Administrative Expenses  |    | <hr/> 800,000            |
| <b>Operating Income (Expense)</b>                   |    | (1,928,950)              |
| <b>Other Income (Expense)</b>                       |    |                          |
| Interest expense                                    |    | <hr/> -                  |
| Total Other Income (Expense)                        |    | <hr/> -                  |
| <b>Net Income (loss)</b>                            |    | (1,928,950)              |
| Beginning Liquid Capital                            |    | <hr/> 15,239,000         |
| Ending Liquid Capital                               | \$ | <u><u>13,310,050</u></u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED NO-REVENUE BUDGET**  
**For the Year Ended December 31, 2023**

|   | <u>Qtr 1</u>         | <u>Qtr 2</u>         | <u>Qtr 3</u>        | <u>Qtr 4</u>        | <u>Total 2023</u>   |
|---|----------------------|----------------------|---------------------|---------------------|---------------------|
| <b>Retail Sales</b>                                 | \$ -                 | \$ -                 | \$ -                | \$ -                | \$ -                |
| <b>Production costs</b>                             | 116,100              | 165,600              | 285,167             | 536,325             | 1,103,192           |
| <b>Retail costs</b>                                 | -                    | -                    | 13,706              | 97,070              | 110,776             |
|   | <u>116,100</u>       | <u>165,600</u>       | <u>298,873</u>      | <u>633,395</u>      | <u>1,213,968</u>    |
| <b>Gross profit (loss)</b>                          | (116,100)            | (165,600)            | (298,873)           | (633,395)           | (1,213,968)         |
| <b>Capital expenditures</b>                         |                      |                      |                     |                     |                     |
| Cultivation   | 1,131,550            | 165,000              | 142,000             | -                   | 1,438,550           |
| MIP   | 569,000              | 1,050,000            | 32,000              | -                   | 1,651,000           |
| Retail  | -                    | -                    | 200,000             | 200,000             | 400,000             |
|   | <u>1,700,550</u>     | <u>1,215,000</u>     | <u>374,000</u>      | <u>200,000</u>      | <u>3,489,550</u>    |
| <b>Selling, General and Administrative Expenses</b> |                      |                      |                     |                     |                     |
| Administrative expenses                             | 57,500               | 47,500               | 182,665             | 146,165             | 433,830             |
| Total Selling, General and Administrative Expenses  | <u>57,500</u>        | <u>47,500</u>        | <u>182,665</u>      | <u>146,165</u>      | <u>433,830</u>      |
| <b>Operating Income (Expense)</b>                   | (1,874,150)          | (1,428,100)          | (855,538)           | (979,560)           | (5,137,348)         |
| <b>Other Income (Expense)</b>                       |                      |                      |                     |                     |                     |
| Interest expense                                    | -                    | -                    | -                   | -                   | -                   |
| Total Other Income (Expense)                        | <u>-</u>             | <u>-</u>             | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| <b>Net Income (loss)</b>                            | (1,874,150)          | (1,428,100)          | (855,538)           | (979,560)           | (5,137,348)         |
| Beginning Liquid Capital                            | <u>13,310,050</u>    | <u>11,435,900</u>    | <u>10,007,800</u>   | <u>9,152,262</u>    | <u>13,310,050</u>   |
| Ending Liquid Capital                               | <u>\$ 11,435,900</u> | <u>\$ 10,007,800</u> | <u>\$ 9,152,262</u> | <u>\$ 8,172,702</u> | <u>\$ 8,172,702</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED NO-REVENUE BUDGET**  
**For the Year Ended December 31, 2024**

|   | <u>Qtr 1</u>        | <u>Qtr 2</u>        | <u>Qtr 3</u>        | <u>Qtr 4</u>        | <u>Total 2024</u>   |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Retail Sales</b>                                 | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| <b>Production costs</b>                             | 600,948             | 609,181             | 501,000             | 409,000             | 2,120,129           |
| <b>Retail costs</b>                                 | 422,264             | 468,616             | 468,616             | 226,000             | 1,585,496           |
|   | <u>1,023,212</u>    | <u>1,077,797</u>    | <u>969,616</u>      | <u>635,000</u>      | <u>3,705,625</u>    |
| <b>Gross Profit (loss)</b>                          | (1,023,212)         | (1,077,797)         | (969,616)           | (635,000)           | (3,705,625)         |
| <b>Capital expenditures</b>                         |                     |                     |                     |                     |                     |
| Cultivation   | -                   | -                   | -                   | -                   | -                   |
| MIP   | -                   | -                   | -                   | -                   | -                   |
| Retail  | 400,000             | -                   | -                   | -                   | 400,000             |
|   | <u>400,000</u>      | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>400,000</u>      |
| <b>Selling, General and Administrative Expenses</b> |                     |                     |                     |                     |                     |
| Administrative expenses                             | 132,500             | 132,500             | 190,500             | 140,500             | 596,000             |
|   | <u>132,500</u>      | <u>132,500</u>      | <u>190,500</u>      | <u>140,500</u>      | <u>596,000</u>      |
| Total Selling, General and Administrative Expenses  | 132,500             | 132,500             | 190,500             | 140,500             | 596,000             |
|   | <u>132,500</u>      | <u>132,500</u>      | <u>190,500</u>      | <u>140,500</u>      | <u>596,000</u>      |
| <b>Operating Income (Expense)</b>                   | (1,555,712)         | (1,210,297)         | (1,160,116)         | (775,500)           | (4,701,625)         |
| <b>Other Income (Expense)</b>                       |                     |                     |                     |                     |                     |
| Interest expense                                    | -                   | -                   | -                   | -                   | -                   |
|   | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| Total Other Income (Expense)                        | -                   | -                   | -                   | -                   | -                   |
|   | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| <b>Net Income (loss)</b>                            | (1,555,712)         | (1,210,297)         | (1,160,116)         | (775,500)           | (4,701,625)         |
| Beginning Liquid Capital                            | 8,172,702           | 6,616,990           | 5,406,693           | 4,246,577           | 8,172,702           |
|   | <u>8,172,702</u>    | <u>6,616,990</u>    | <u>5,406,693</u>    | <u>4,246,577</u>    | <u>8,172,702</u>    |
| Ending Liquid Capital                               | \$ 6,616,990        | \$ 5,406,693        | \$ 4,246,577        | \$ 3,471,077        | \$ 3,471,077        |
|   | <u>\$ 6,616,990</u> | <u>\$ 5,406,693</u> | <u>\$ 4,246,577</u> | <u>\$ 3,471,077</u> | <u>\$ 3,471,077</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED NO-REVENUE BUDGET**  
**For the Year Ended December 31, 2025**

|   | <u>Qtr 1</u>        | <u>Qtr 2</u>        | <u>Qtr 3</u>        | <u>Qtr 4</u>        | <u>Total 2025</u>   |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Retail Sales</b>                                 | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| <b>Production costs</b>                             | 241,000             | 135,000             | 135,000             | 135,000             | 646,000             |
| <b>Retail costs</b>                                 | 226,000             | 226,000             | 196,000             | 196,000             | 844,000             |
|   | <u>467,000</u>      | <u>361,000</u>      | <u>331,000</u>      | <u>331,000</u>      | <u>1,490,000</u>    |
| <b>Gross Profit (loss)</b>                          | (467,000)           | (361,000)           | (331,000)           | (331,000)           | (1,490,000)         |
| <b>Capital expenditures</b>                         |                     |                     |                     |                     |                     |
| Cultivation   | -                   | -                   | -                   | -                   | -                   |
| MIP   | -                   | -                   | -                   | -                   | -                   |
| Retail  | -                   | -                   | -                   | -                   | -                   |
|   | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| <b>Selling, General and Administrative Expenses</b> |                     |                     |                     |                     |                     |
| Administrative expenses                             | 108,050             | 108,050             | 108,050             | 108,050             | 432,200             |
|   | <u>108,050</u>      | <u>108,050</u>      | <u>108,050</u>      | <u>108,050</u>      | <u>432,200</u>      |
| Total Selling, General and Administrative Expenses  | 108,050             | 108,050             | 108,050             | 108,050             | 432,200             |
|   | <u>108,050</u>      | <u>108,050</u>      | <u>108,050</u>      | <u>108,050</u>      | <u>432,200</u>      |
| <b>Operating Income (Expense)</b>                   | (575,050)           | (469,050)           | (439,050)           | (439,050)           | (1,922,200)         |
| <b>Other Income (Expense)</b>                       |                     |                     |                     |                     |                     |
| Interest expense                                    | -                   | -                   | -                   | -                   | -                   |
|   | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| Total Other Income (Expense)                        | -                   | -                   | -                   | -                   | -                   |
|   | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            | <u>-</u>            |
| <b>Net Income (loss)</b>                            | (575,050)           | (469,050)           | (439,050)           | (439,050)           | (1,922,200)         |
| Beginning Liquid Capital                            | 3,471,077           | 2,896,027           | 2,426,977           | 1,987,927           | 3,471,077           |
|   | <u>3,471,077</u>    | <u>2,896,027</u>    | <u>2,426,977</u>    | <u>1,987,927</u>    | <u>3,471,077</u>    |
| Ending Liquid Capital                               | \$ 2,896,027        | \$ 2,426,977        | \$ 1,987,927        | \$ 1,548,877        | \$ 1,548,877        |
|   | <u>\$ 2,896,027</u> | <u>\$ 2,426,977</u> | <u>\$ 1,987,927</u> | <u>\$ 1,548,877</u> | <u>\$ 1,548,877</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 8**  
**PROJECTED GENERAL AND ADMINISTRATIVE EXPENSES**  
**For the Years Ended December 31,**

|                             | <u>2022</u>       | <u>2023</u>       | <u>2024</u>       | <u>2025</u>       |
|-----------------------------|-------------------|-------------------|-------------------|-------------------|
| Admin & General             | \$ -              | \$ 65,000         | \$ 80,000         | \$ 24,000         |
| Salaries SG&A               | -                 | 168,830           | 312,000           | 282,200           |
| Benefits / Cafeteria Costs  | -                 | 48,000            | -                 | -                 |
| Sales & Marketing           | -                 | 12,000            | 28,000            | 24,000            |
| Security Bond               | -                 | 53,000            | 50,000            | -                 |
| General Liability Insurance | -                 | 30,000            | 30,000            | 30,000            |
| Security Monitoring         | -                 | 15,000            | 72,000            | 72,000            |
| Consulting Expenses         | 800,000           | 32,000            | 24,000            | -                 |
| IP/Licensing/ Brandings     | -                 | -                 | -                 | -                 |
| Repairs & Maintenance       | -                 | -                 | -                 | -                 |
| Alabama Priveledge Tax      | -                 | -                 | -                 | -                 |
| Sales Tax Remittance        | -                 | -                 | -                 | -                 |
| Federal Tax Obligation      | -                 | -                 | -                 | -                 |
| Partners Payouts            | -                 | -                 | -                 | -                 |
| Deposits                    | -                 | 10,000            | -                 | -                 |
|                             | <u>\$ 800,000</u> | <u>\$ 433,830</u> | <u>\$ 596,000</u> | <u>\$ 432,200</u> |

# Exhibit 9 – Financial Statements

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

1A206FB8214B461...

**Signature of Verifying Individual**

**Verification Date**



DiPiazza LaRocca Heeter & Co, LLC  
510 Office Park Drive • Suite 100  
Birmingham, AL 35223  
205.871.9973  
www.dlhcpa.com

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

December 29, 2022

To the Alabama Medical Cannabis Commission:

We have performed the procedures enumerated below on the Projected Financial Statements of Alabama Always, LLC for the years ended December 31, 2022, 2023, 2024, 2025, and 2026 (Exhibit 9). These statements include projected revenues and expenses over the aforementioned time period. Alabama Always, LLC's management is responsible for Exhibit 9.

Alabama Always, LLC has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of submitting an application to the Alabama Medical Cannabis Commission. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

- 1) We have inspected the projected financial statements of Alabama Always, LLC for years ended December 31, 2022, 2023, 2024, 2025, and 2026, including the supplemental schedules and all supporting documentation available for accuracy and form for the intended purpose listed above.
- 2) We have assisted in preparing the statements listed above and all supporting schedules to the statements to provide additional accuracy and clarity.

We were engaged by Alabama Always, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Exhibit 9. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Alabama Always, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

Please feel free to contact us with any questions regarding this report or the statements and supplemental schedules included herein.

This report is intended solely for the information and use of the Alabama Medical Cannabis Commission and is not intended to be and should not be used by anyone other than those specified parties.

*DiPiazza LaRocca Heeter & Co., LLC*

DiPiazza LaRocca Heeter & Co., LLC  
Birmingham, Alabama



**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.1**  
**PROJECTED BALANCE SHEETS**  
**December 31, 2022, 2023, 2024, 2025, and 2026**

| ASSETS                              | <u>2022</u>          | <u>2023</u>          | <u>2024</u>          | <u>2025</u>          | <u>2026</u>          |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Current Assets</b>               |                      |                      |                      |                      |                      |
| Cash and cash equivalents           | \$ 13,306,300        | \$ 8,234,229         | \$ 10,534,670        | \$ 20,567,027        | \$ 39,585,364        |
| <b>Capital Assets</b>               |                      |                      |                      |                      |                      |
| Cultivation                         | 620,450              | 2,059,000            | 2,059,000            | 2,059,000            | 2,959,000            |
| MIP                                 | 508,500              | 2,159,500            | 2,159,500            | 2,434,500            | 2,784,500            |
| Retail                              | <u>-</u>             | <u>400,000</u>       | <u>800,000</u>       | <u>1,200,000</u>     | <u>2,000,000</u>     |
| <b>Capital Assets (net)</b>         | <u>1,128,950</u>     | <u>4,618,500</u>     | <u>5,018,500</u>     | <u>5,693,500</u>     | <u>7,743,500</u>     |
| <b>Total Assets</b>                 | <u>\$ 14,435,250</u> | <u>\$ 12,852,729</u> | <u>\$ 15,553,170</u> | <u>\$ 26,260,527</u> | <u>\$ 47,328,864</u> |
| <b>LIABILITIES AND EQUITY</b>       |                      |                      |                      |                      |                      |
| <b>Members' Equity</b>              |                      |                      |                      |                      |                      |
| Members' equity                     | <u>\$ 14,435,250</u> | <u>\$ 12,852,729</u> | <u>\$ 15,553,170</u> | <u>\$ 26,260,527</u> | <u>\$ 47,328,864</u> |
| <b>Total Members' Equity</b>        | <u>14,435,250</u>    | <u>12,852,729</u>    | <u>15,553,170</u>    | <u>26,260,527</u>    | <u>47,328,864</u>    |
| <b>Total Liabilities and Equity</b> | <u>\$ 14,435,250</u> | <u>\$ 12,852,729</u> | <u>\$ 15,553,170</u> | <u>\$ 26,260,527</u> | <u>\$ 47,328,864</u> |

**EXHIBIT - 9.1**

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.2**  
**PROJECTED STATEMENT OF INCOME**  
**For the Year Ended December 31, 2022**

|   |    | <u>2022</u>              |
|---|----|--------------------------|
| <b>Retail Sales</b>                                 | \$ | -                        |
| <b>Production costs</b>                             |    | -                        |
| <b>Retail costs</b>                                 |    | -                        |
|   |    | <u>-</u>                 |
| <b>Gross Profit (loss)</b>                          |    | -                        |
| <b>Selling, General and Administrative Expenses</b> |    |                          |
| Administrative expenses                             |    | <u>803,750</u>           |
| Total Selling, General and Administrative Expenses  |    | <u>803,750</u>           |
| <b>Operating Income (Expense)</b>                   |    | (803,750)                |
| <b>Other Income (Expense)</b>                       |    |                          |
| Interest expense                                    |    | <u>-</u>                 |
| Total Other Income (Expense)                        |    | <u>-</u>                 |
| <b>Net Income (loss)</b>                            |    | (803,750)                |
| <b>Tax Distributions to Members</b>                 |    | -                        |
| Beginning Equity                                    |    | <u>15,239,000</u>        |
| Ending Equity                                       | \$ | <u><u>14,435,250</u></u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.2**  
**PROJECTED STATEMENT OF INCOME**  
**For the Year Ended December 31, 2023**

|   | <u>Qtr 1</u>         | <u>Qtr 2</u>         | <u>Qtr 3</u>         | <u>Qtr 4</u>         | <u>Total 2023</u>    |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Retail Sales</b>                                 | \$ -                 | \$ -                 | \$ -                 | \$ 80,752            | \$ 80,752            |
| <b>Production costs</b>                             | 116,100              | 165,600              | 285,167              | 536,325              | 1,103,192            |
| <b>Retail costs</b>                                 | -                    | -                    | 13,706               | 97,070               | 110,776              |
|   | <u>116,100</u>       | <u>165,600</u>       | <u>298,873</u>       | <u>633,395</u>       | <u>1,213,968</u>     |
| <b>Gross Profit (loss)</b>                          | (116,100)            | (165,600)            | (298,873)            | (552,643)            | (1,133,216)          |
| <b>Selling, General and Administrative Expenses</b> |                      |                      |                      |                      |                      |
| Administrative expenses                             | <u>58,000</u>        | <u>48,000</u>        | <u>183,323</u>       | <u>159,982</u>       | <u>449,305</u>       |
| Total Selling, General and Administrative Expenses  | <u>58,000</u>        | <u>48,000</u>        | <u>183,323</u>       | <u>159,982</u>       | <u>449,305</u>       |
| <b>Operating Income (Expense)</b>                   | <u>(174,100)</u>     | <u>(213,600)</u>     | <u>(482,196)</u>     | <u>(712,625)</u>     | <u>(1,582,521)</u>   |
| <b>Net Income (loss)</b>                            | (174,100)            | (213,600)            | (482,196)            | (712,625)            | (1,582,521)          |
| <b>Tax Distributions to Members</b>                 | -                    | -                    | -                    | -                    | -                    |
| Beginning Equity                                    | <u>14,435,250</u>    | <u>14,261,150</u>    | <u>14,047,550</u>    | <u>13,565,354</u>    | <u>14,435,250</u>    |
| Ending Equity                                       | <u>\$ 14,261,150</u> | <u>\$ 14,047,550</u> | <u>\$ 13,565,354</u> | <u>\$ 12,852,729</u> | <u>\$ 12,852,729</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.2**  
**PROJECTED STATEMENT OF INCOME**  
**For the Year Ended December 31, 2024**

|   | <u>Qtr 1</u>         | <u>Qtr 2</u>         | <u>Qtr 3</u>         | <u>Qtr 4</u>         | <u>Total 2024</u>    |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Retail Sales</b>                                 | \$ 1,372,777         | \$ 4,692,958         | \$ 4,869,319         | \$ 4,869,319         | \$ 15,804,373        |
| <b>Production costs</b>                             | 852,029              | 879,043              | 899,832              | 899,832              | 3,530,736            |
| <b>Retail costs</b>                                 | 422,264              | 627,855              | 641,561              | 641,561              | 2,333,241            |
|   | <u>1,274,293</u>     | <u>1,506,898</u>     | <u>1,541,393</u>     | <u>1,541,393</u>     | <u>5,863,977</u>     |
| <b>Gross Profit (loss)</b>                          | 98,484               | 3,186,060            | 3,327,926            | 3,327,926            | 9,940,396            |
| <b>Selling, General and Administrative Expenses</b> |                      |                      |                      |                      |                      |
| Administrative expenses                             | <u>436,217</u>       | <u>869,284</u>       | <u>942,288</u>       | <u>907,287</u>       | <u>3,155,076</u>     |
| Total Selling, General and Administrative Expenses  | <u>436,217</u>       | <u>869,284</u>       | <u>942,288</u>       | <u>907,287</u>       | <u>3,155,076</u>     |
| <b>Operating Income (Expense)</b>                   | <u>(337,733)</u>     | <u>2,316,776</u>     | <u>2,385,638</u>     | <u>2,420,639</u>     | <u>6,785,320</u>     |
| <b>Net Income (loss)</b>                            | (337,733)            | 2,316,776            | 2,385,638            | 2,420,639            | 6,785,320            |
| <b>Tax Distributions to Members</b>                 | -                    | -                    | -                    | (4,084,879)          | (4,084,879)          |
| Beginning Equity                                    | <u>12,852,729</u>    | <u>12,514,996</u>    | <u>14,831,772</u>    | <u>17,217,410</u>    | <u>12,852,729</u>    |
| Ending Equity                                       | <u>\$ 12,514,996</u> | <u>\$ 14,831,772</u> | <u>\$ 17,217,410</u> | <u>\$ 15,553,170</u> | <u>\$ 15,553,170</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.2**  
**PROJECTED STATEMENT OF INCOME**  
**For the Year Ended December 31, 2025**

|   | <u>Qtr 1</u>         | <u>Qtr 2</u>         | <u>Qtr 3</u>         | <u>Qtr 4</u>         | <u>Total 2025</u>    |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Retail Sales</b>                                 | \$ 6,141,156         | \$ 8,648,492         | \$ 8,994,432         | \$ 9,851,691         | \$ 33,635,771        |
| <b>Production costs</b>                             | 958,353              | 958,353              | 958,353              | 958,353              | 3,833,412            |
| <b>Retail costs</b>                                 | 641,561              | 641,561              | 641,561              | 738,068              | 2,662,751            |
|   | <u>1,599,914</u>     | <u>1,599,914</u>     | <u>1,599,914</u>     | <u>1,696,421</u>     | <u>6,496,163</u>     |
| <b>Gross Profit (loss)</b>                          | 4,541,242            | 7,048,578            | 7,394,518            | 8,155,270            | 27,139,608           |
| <b>Selling, General and Administrative Expenses</b> |                      |                      |                      |                      |                      |
| Administrative expenses                             | <u>1,213,261</u>     | <u>1,598,015</u>     | <u>1,664,062</u>     | <u>1,790,879</u>     | <u>6,266,217</u>     |
| Total Selling, General and Administrative Expenses  | <u>1,213,261</u>     | <u>1,598,015</u>     | <u>1,664,062</u>     | <u>1,790,879</u>     | <u>6,266,217</u>     |
| <b>Operating Income (Expense)</b>                   | <u>3,327,981</u>     | <u>5,450,563</u>     | <u>5,730,456</u>     | <u>6,364,391</u>     | <u>20,873,391</u>    |
| <b>Net Income (loss)</b>                            | 3,327,981            | 5,450,563            | 5,730,456            | 6,364,391            | 20,873,391           |
| <b>Tax Distributions to Members</b>                 | -                    | -                    | -                    | (10,166,034)         | (10,166,034)         |
| Beginning Equity                                    | <u>15,553,170</u>    | <u>18,881,151</u>    | <u>24,331,714</u>    | <u>30,062,170</u>    | <u>15,553,170</u>    |
| Ending Equity                                       | <u>\$ 18,881,151</u> | <u>\$ 24,331,714</u> | <u>\$ 30,062,170</u> | <u>\$ 26,260,527</u> | <u>\$ 26,260,527</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.2**  
**PROJECTED STATEMENT OF INCOME**  
**For the Year Ended December 31, 2026**

|   | <u>Qtr 1</u>         | <u>Qtr 2</u>         | <u>Qtr 3</u>         | <u>Qtr 4</u>         | <u>Total 2026</u>    |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Retail Sales</b>                                 | \$ 13,023,534        | \$ 14,760,006        | \$ 15,628,241        | \$ 17,364,713        | \$ 60,776,494        |
| <b>Production costs</b>                             | 1,260,385            | 1,264,385            | 1,344,610            | 1,344,610            | 5,213,990            |
| <b>Retail costs</b>                                 | 1,239,396            | 1,239,396            | 1,446,302            | 1,446,302            | 5,371,396            |
|   | <u>2,499,781</u>     | <u>2,503,781</u>     | <u>2,790,912</u>     | <u>2,790,912</u>     | <u>10,585,386</u>    |
| <b>Gross Profit (loss)</b>                          | 10,523,753           | 12,256,225           | 12,837,329           | 14,573,801           | 50,191,108           |
| <b>Selling, General and Administrative Expenses</b> |                      |                      |                      |                      |                      |
| Administrative expenses                             | <u>2,224,309</u>     | <u>2,450,805</u>     | <u>2,576,053</u>     | <u>2,817,550</u>     | <u>10,068,717</u>    |
| Total Selling, General and Administrative Expenses  | <u>2,224,309</u>     | <u>2,450,805</u>     | <u>2,576,053</u>     | <u>2,817,550</u>     | <u>10,068,717</u>    |
| <b>Operating Income (Expense)</b>                   | <u>8,299,444</u>     | <u>9,805,420</u>     | <u>10,261,276</u>    | <u>11,756,251</u>    | <u>40,122,391</u>    |
| <b>Net Income (loss)</b>                            | 8,299,444            | 9,805,420            | 10,261,276           | 11,756,251           | 40,122,391           |
| <b>Tax Distributions to Members</b>                 | -                    | -                    | -                    | (19,054,054)         | (19,054,054)         |
| Beginning Equity                                    | <u>26,260,527</u>    | <u>34,559,971</u>    | <u>44,365,391</u>    | <u>54,626,667</u>    | <u>26,260,527</u>    |
| Ending Equity                                       | <u>\$ 34,559,971</u> | <u>\$ 44,365,391</u> | <u>\$ 54,626,667</u> | <u>\$ 47,328,864</u> | <u>\$ 47,328,864</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9.3**  
**PROJECTED STATEMENTS OF CASH FLOWS**  
**For the Years Ended DECEMBER 31,**

|  | <u>2022</u>          | <u>2023</u>         | <u>2024</u>          | <u>2025</u>          | <u>2026</u>          |
|--|----------------------|---------------------|----------------------|----------------------|----------------------|
| <b>Cash Flows from Operating Activities</b>                |                      |                     |                      |                      |                      |
| Net income (loss)  | \$ (803,750)         | \$ (1,582,521)      | \$ 6,785,320         | \$ 20,873,391        | \$ 40,122,391        |
| <b>Net Cash Provided by (Used in) Operating Activities</b> | (803,750)            | (1,582,521)         | 6,785,320            | 20,873,391           | 40,122,391           |
| <b>Cash Flows from Investing Activities</b>                |                      |                     |                      |                      |                      |
| Purchases of property and equipment                        | (1,128,950)          | (3,489,550)         | (400,000)            | (675,000)            | (2,050,000)          |
| <b>Net Cash Used in Investing Activities</b>               | (1,128,950)          | (3,489,550)         | (400,000)            | (675,000)            | (2,050,000)          |
| <b>Cash Flows from Financing Activities</b>                |                      |                     |                      |                      |                      |
| Member contributions                                       | 15,239,000           | -                   | -                    | -                    | -                    |
| Member tax distributions                                   | -                    | -                   | (4,084,879)          | (10,166,034)         | (19,054,054)         |
| <b>Net Cash Provided by (Used in) Financing Activities</b> | 15,239,000           | -                   | (4,084,879)          | (10,166,034)         | (19,054,054)         |
| <b>Increase (Decrease) in Cash and Cash Equivalents</b>    | 13,306,300           | (5,072,071)         | 2,300,441            | 10,032,357           | 19,018,337           |
| <b>Cash and Cash Equivalents - beginning of year</b>       | -                    | 13,306,300          | 8,234,229            | 10,534,670           | 20,567,027           |
| <b>Cash and Cash Equivalents - end of year</b>             | \$ <u>13,306,300</u> | \$ <u>8,234,229</u> | \$ <u>10,534,670</u> | \$ <u>20,567,027</u> | \$ <u>39,585,364</u> |

**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9 - SUPPLEMENTAL INFORMATION**  
**PROJECTED GENERAL AND ADMINISTRATIVE EXPENSES**  
**For the Years Ended December 31,**

|                             | <u>2022</u>       | <u>2023</u>       | <u>2024</u>         | <u>2025</u>         | <u>2026</u>          |
|-----------------------------|-------------------|-------------------|---------------------|---------------------|----------------------|
| Admin and general           | \$ -              | \$ 65,000         | \$ 144,370          | \$ 264,246          | \$ 260,000           |
| Salaries SG&A               | -                 | 168,830           | 351,996             | 623,236             | 811,980              |
| Benefits / Cafeteria Costs  | -                 | 48,591            | 123,199             | 218,133             | 284,193              |
| Sales & Marketing Security  | -                 | 12,000            | 7,218               | 52,849              | 329,930              |
| Bond                        | -                 | 53,000            | 50,000              | -                   | -                    |
| General Liability Insurance | -                 | 32,000            | 32,000              | 32,000              | 32,000               |
| Security Monitoring         | -                 | 15,000            | 72,000              | 72,000              | 120,000              |
| Consulting Expenses         | 800,000           | 32,000            | 24,000              | 24,000              | 24,000               |
| IP/Licensing/ Brandings     | -                 | 351               | 273,853             | 577,478             | 264,245              |
| Alabama Privilege Tax       | 3,750             | 2,000             | 15,000              | 15,000              | 15,000               |
| Sales Tax Remittance        | -                 | 10,533            | 2,061,440           | 4,387,275           | 7,927,369            |
| Deposits                    | -                 | 10,000            | -                   | -                   | -                    |
|                             | <u>\$ 803,750</u> | <u>\$ 449,305</u> | <u>\$ 3,155,076</u> | <u>\$ 6,266,217</u> | <u>\$ 10,068,717</u> |



**ALABAMA ALWAYS, LLC**  
**EXHIBIT 9 - SUPPLEMENTAL INFORMATION**  
**PROJECTED SCHEDULE OF CAPITAL EXPENDITURES**  
**For the Years Ended December 31,**

|                                  | <u>2022</u>         | <u>2023</u>         | <u>2024</u>       | <u>2025</u>       | <u>2026</u>         | <u>Total</u>        |
|----------------------------------|---------------------|---------------------|-------------------|-------------------|---------------------|---------------------|
| Cultivation Land                 | \$ 217,000          | \$ -                | \$ -              | \$ -              | \$ -                | \$ 217,000          |
| Building and improvements        | 60,250              | 541,750             | -                 | -                 | 900,000             | 1,502,000           |
| Greenhouse Building and upgrades | 343,200             | 896,800             | -                 | -                 | -                   | 1,240,000           |
| Operating equipment              | 435,500             | 1,506,500           | -                 | 275,000           | 350,000             | 2,567,000           |
| Vehicles                         | 73,000              | -                   | -                 | 200,000           | -                   | 273,000             |
| IT/Computers                     | -                   | 119,500             | -                 | -                 | -                   | 119,500             |
| Retail                           | -                   | 400,000             | 400,000           | 200,000           | 800,000             | 1,800,000           |
| Tools and small equipment        | -                   | 25,000              | -                 | -                 | -                   | 25,000              |
|                                  | <u>\$ 1,128,950</u> | <u>\$ 3,489,550</u> | <u>\$ 400,000</u> | <u>\$ 675,000</u> | <u>\$ 2,050,000</u> | <u>\$ 7,743,500</u> |

**Alabama Always**  
**Income Statement**

\$'000's

# of Stores

|                                     |               | Pre-Award     |               | Post-Award   |             |             |
|-------------------------------------|---------------|---------------|---------------|--------------|-------------|-------------|
|                                     |               |               |               |              |             | 1           |
|                                     | Pre           | 2023          |               |              |             |             |
|                                     | Application   | QTR 1         | QTR 2         | QTR 3        | QTR 4       | Year 1      |
| Revenue                             |               |               |               |              |             |             |
| <b>Retail Sales</b>                 | \$ -          | \$ -          | \$ -          | \$ -         | \$ 70       | \$ 70       |
| <b>Wholesale Flower</b>             |               |               |               |              |             |             |
| <b>Wholesale SKU's</b>              |               |               |               |              |             |             |
| <b>Inventory Valuation</b>          |               |               |               |              |             |             |
| <b>Tax Collected</b>                |               |               |               |              | \$ 8        |             |
| <b>Total Revenue</b>                |               |               |               |              | \$ 79       |             |
| Capital Expenditures                |               |               |               |              |             |             |
| Cultivation                         | \$ 620        | \$ 1,132      | \$ 165        | \$ 142       |             | \$ 1,439    |
| MIP                                 | \$ 509        | \$ 569        | \$ 1,050      | \$ 32        |             | \$ 1,651    |
| Retail renovation                   |               |               |               | \$ 200       | \$ 200      | \$ 400      |
| <b>CAP X Totals</b>                 | \$ 1,129      | \$ 1,701      | \$ 1,215      | \$ 374       | \$ 200      | \$ 3,490    |
| Cultivation/MIP                     |               |               |               |              |             |             |
| Management Contract                 |               |               |               | 75           | 75          | 150         |
| Cultivation                         | -             | 101           | 120           | 121          | 196         | 537         |
| Post Processing                     | -             | -             | 30            | -            | 21          | 51          |
| Packaging                           |               |               |               |              | 13          | 13          |
| Salaries - Cultivation/MIP          | -             | 16            | 16            | 82           | 195         | 307         |
| R&D / Testing                       | -             | -             | -             | 6            | 6           | 12          |
| Batch Testing                       | -             | -             | -             |              | 27          | 27          |
| Delivery/Fuel-Maintenance           | -             | -             | -             | 2            | 4           | 6           |
| <b>Total Production</b>             | -             | 116.10        | 165.60        | 285.17       | 461.33      | 1,028.19    |
| Retail Costs                        |               |               |               |              |             |             |
| Leaseholder Improvements            |               |               |               |              |             |             |
| Salaries - Stores                   | -             | -             | -             | 14           | 14          | 27          |
| Store Costs (R/U)                   |               |               |               |              | 83          | 83          |
| <b>Total Retail</b>                 | -             | 0.00          | 0.00          | 13.71        | 97.07       | 110.78      |
| Administrative                      |               |               |               |              |             |             |
| Admin & General                     | -             | 15            | 15            | 15           | 20          | 65          |
| Salaries SG & A                     | -             | 15            | 15            | 66           | 73          | 169         |
| Benefits / Cafeteria Costs          | -             |               |               | 23           | 25          | 48          |
| Sales & Marketing                   | -             |               |               | 6            | 6           | 12          |
| Security Bond                       |               |               |               | 53           |             | 53          |
| General Liability Insurance         | -             | 8             | 8             | 8            | 8           | 32          |
| Security Monitoring                 |               |               |               | 6            | 9           | 15          |
| Consulting Expenses                 | 800           | 10            | 10            | 6            | 6           | 32          |
| IP/Licensing/ Brandings             | -             | -             | -             | -            | -           | 0           |
| Repairs & Maintenance               | -             | -             | -             | -            | -           | -           |
| Alabama Priveledge Tax              |               |               |               |              |             | 15          |
| Sales Tax Remittance                |               |               |               |              | 8           | 8           |
| Federal Tax Obligation              |               |               |               |              |             |             |
| Employee Bonus                      |               |               |               |              |             |             |
| Deposits                            |               | 10            |               |              |             | 10          |
| <b>Total Expenses</b>               | 800           | 58            | 48            | 183          | 156         | 445         |
| <b>Total Expenses All Divisions</b> | 1,929         | 1,874.65      | 1,428.60      | 856.20       | 913.92      | 5,073.37    |
| Income less expenses                | \$ (1,928.95) | \$ (1,874.65) | \$ (1,428.60) | \$ (856.20)  | \$ (835.27) |             |
| Balanc                              | 15,239        | \$ 13,310.05  | \$ 11,435.40  | \$ 10,006.80 | \$ 9,150.60 | \$ 8,315.33 |

**Alabama Always**  
**Income Statement**

\$'000's

# of Stores

|                                     | 5           | 5           | 5            | 5            |              |
|-------------------------------------|-------------|-------------|--------------|--------------|--------------|
|                                     | 2024        |             |              |              |              |
|                                     | QTR 1       | QTR 2       | QTR 3        | QTR 4        | Year 2       |
| Revenue                             |             |             |              |              |              |
| <b>Retail Sales</b>                 | \$ 1,194    | \$ 4,073    | \$ 4,213     | \$ 4,213     | \$ 13,693    |
| <b>Wholesale Flower</b>             |             | \$ 8        | \$ 21        | \$ 21        | \$ 50        |
| <b>Wholesale SKU's</b>              |             | \$ 41       | \$ 51        | \$ 59        | \$ 150       |
| <b>Inventory Valuation</b>          |             |             |              |              |              |
| <b>Tax Collected</b>                | \$ 143      | \$ 495      | \$ 514       | \$ 515       | \$ 1,667     |
| <b>Total Revenue</b>                | \$ 1,337    | \$ 4,616    | \$ 4,799     | \$ 4,808     | \$ 15,560    |
| Capital Expenditures                |             |             |              |              |              |
| Cultivation                         |             |             |              |              |              |
| MIP                                 |             |             |              |              |              |
| Retail renovation                   | \$ 400      |             |              |              | \$ 400       |
| <b>CAP X Totals</b>                 | \$ 400      | \$ -        | \$ -         | \$ -         | \$ 400       |
| Cultivation/MIP                     |             |             |              |              |              |
| Management Contract                 | 75          | 75          | 75           | 75           | 300          |
| Cultivation                         | 196         | 196         | 196          | 196          | 784          |
| Post Processing                     | 48          | 48          | 48           | 48           | 192          |
| Packaging                           | 196         | 196         | 196          | 196          | 782          |
| Salaries - Cultivation/MIP          | 223         | 250         | 271          | 271          | 1,015        |
| R&D / Testing                       | 36          | 36          | 36           | 36           | 144          |
| Batch Testing                       | 72          | 72          | 72           | 72           | 289          |
| Delivery/Fuel-Maintenance           | 6           | 6           | 6            | 6            | 24           |
| <b>Total Production</b>             | 777.03      | 804.04      | 824.83       | 824.83       | 3,230.74     |
| Retail Costs                        |             |             |              |              |              |
| Leaseholder Improvements            |             |             |              |              |              |
| Salaries - Stores                   | 110         | 315         | 329          | 329          | 1,083        |
| Store Costs (R/U)                   | 313         | 313         | 313          | 313          | 1,250        |
| <b>Total Retail</b>                 | 422.26      | 627.86      | 641.56       | 641.56       | 2,333.24     |
| Administrative                      |             |             |              |              |              |
| Admin & General                     | 36          | 36          | 36           | 36           | 144          |
| Salaries SG & A                     | 88          | 88          | 88           | 88           | 352          |
| Benefits / Cafeteria Costs          | 31          | 31          | 31           | 31           | 123          |
| Sales & Marketing                   | 2           | 2           | 2            | 2            | 7            |
| Security Bond                       |             |             | 50           |              | 50           |
| General Liability Insurance         | 8           | 8           | 8            | 8            | 32           |
| Security Monitoring                 | 18          | 18          | 18           | 18           | 72           |
| Consulting Expenses                 | 6           | 6           | 6            | 6            | 24           |
| IP/Licensing/ Brandings             | 68          | 68          | 68           | 68           | 274          |
| Repairs & Maintenance               | 2           | 3           | 3            | 3            | 12           |
| Alabama Priveledge Tax              |             |             |              |              | 15           |
| Sales Tax Remittance                | 143         | 495         | 514          | 515          | 1,667        |
| Federal Tax Obligation              | (383)       |             |              |              | (383)        |
| Employee Bonus                      |             | 81          | 84           | 84           | 250          |
| Deposits                            | -           | -           | -            |              | -            |
| <b>Total Expenses</b>               | 19          | 836         | 909          | 860          | 2,624        |
| <b>Total Expenses All Divisions</b> | 1,618.62    | 2,268.24    | 2,375.19     | 2,326.20     | 8,588.25     |
| Income less expenses                | \$ (281.66) | \$ 2,347.91 | \$ 2,423.73  | \$ 2,482.15  | \$ 5,104.40  |
| Balanc                              | 15,239      | \$ 8,033.67 | \$ 10,381.58 | \$ 12,805.31 | \$ 15,287.46 |

**Alabama Always**  
**Income Statement**

\$'000's

# of Stores

|                                     | 5           | 5            | 5            | 5            |              |
|-------------------------------------|-------------|--------------|--------------|--------------|--------------|
|                                     | 2025        |              |              |              |              |
|                                     | QTR 1       | QTR 2        | QTR 3        | QTR 4        | Year 3       |
| Revenue                             |             |              |              |              |              |
| <b>Retail Sales</b>                 | \$ 5,266    | \$ 7,373     | \$ 7,668     | \$ 8,567     | \$ 28,874    |
| <b>Wholesale Flower</b>             | \$ 74       | \$ 147       | \$ 153       | \$ 171       | \$ 546       |
| <b>Wholesale SKU's</b>              | \$ 105      | \$ 184       | \$ 192       | \$ 283       | \$ 764       |
| <b>Inventory Valuation</b>          |             |              |              |              |              |
| <b>Tax Collected</b>                | \$ 653      | \$ 925       | \$ 962       | \$ 1,082     | \$ 3,622     |
| <b>Total Revenue</b>                | \$ 6,099    | \$ 8,629     | \$ 8,974     | \$ 10,103    | \$ 33,806    |
| Capital Expenditures                |             |              |              |              |              |
| Cultivation                         |             |              |              |              |              |
| MIP                                 |             | \$ 275       |              |              |              |
| Retail renovation                   | \$ 200      |              | \$ 200       |              | \$ 400       |
| <b>CAP X Totals</b>                 |             |              | \$ 200       |              | \$ 400       |
| Cultivation/MIP                     |             |              |              |              |              |
| Management Contract                 | 75          | 75           | 75           | 75           | 300          |
| Cultivation                         | 196         | 196          | 196          | 196          | 784          |
| Post Processing                     | 48          | 48           | 48           | 48           | 192          |
| Packaging                           | 196         | 196          | 196          | 196          | 782          |
| Salaries - Cultivation/MIP          | 352         | 352          | 352          | 352          | 1,407        |
| R&D / Testing                       | 14          | 14           | 14           | 14           | 56           |
| Batch Testing                       | 72          | 72           | 72           | 72           | 288          |
| Delivery/Fuel-Maintenance           | 6           | 6            | 6            | 6            | 24           |
| <b>Total Production</b>             | 883.35      | 883.35       | 883.35       | 883.35       | 3,533.41     |
| Retail Costs                        |             |              |              |              |              |
| Leaseholder Improvements            |             |              |              |              |              |
| Salaries - Stores                   | 329         | 329          | 329          | 384          | 1,371        |
| Store Costs (R/U)                   | 313         | 313          | 313          | 354          | 1,292        |
| <b>Total Retail</b>                 | 641.56      | 641.56       | 641.56       | 738.07       | 2,662.75     |
| Administrative                      |             |              |              |              |              |
| Admin & General                     | 66          | 66           | 66           | 66           | 264          |
| Salaries SG & A                     | 116         | 159          | 174          | 174          | 623          |
| Benefits / Cafeteria Costs          | 41          | 56           | 61           | 61           | 218          |
| Sales & Marketing                   | 13          | 13           | 13           | 13           | 53           |
| Security Bond                       |             |              |              |              |              |
| General Liability Insurance         | 8           | 8            | 8            | 8            | 32           |
| Security Monitoring                 | 18          | 18           | 18           | 18           | 72           |
| Consulting Expenses                 | 6           | 6            | 6            | 6            | 24           |
| IP/Licensing/ Brandings             | 144         | 144          | 144          | 144          | 577          |
| Repairs & Maintenance               | 3           | 3            | 3            | 4            | 13           |
| Alabama Priveledge Tax              |             |              |              |              | 15           |
| Sales Tax Remittance                | 653         | 925          | 962          | 1,082        | 3,622        |
| Federal Tax Obligation              | 425         |              |              |              | 425          |
| Employee Bonus                      | 105         | 147          | 153          | 171          | 577          |
| Deposits                            |             |              |              |              |              |
| <b>Total Expenses</b>               | 2,024       | 1,545        | 1,609        | 1,748        | 6,927        |
| <b>Total Expenses All Divisions</b> | 3,549.12    | 3,070.10     | 3,333.91     | 3,369.81     | 13,322.94    |
| Income less expenses                | \$ 2,549.80 | \$ 5,559.22  | \$ 5,640.59  | \$ 6,733.40  |              |
| Balanc                              | 15,239      | \$ 17,837.26 | \$ 23,396.48 | \$ 23,477.85 | \$ 30,129.88 |

# Exhibit 10 – Tax Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

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**Signature of Verifying Individual**

**Verification Date**

**PART II. – FINANCIAL ABILITY**

**Exhibit 10 – Tax Plan.**

**Summary of Tax Plan**

**(see separate schedule attached for calculations)**

The Applicant has identified its Finance Manager as a key position in the organization. The Finance Manager is responsible for all accounts payable including tracking and remittance of applicable local, state, and federal taxes.

**Sales Tax:**

As of January 1, 2022 Section 20-2A-80 requires that in addition to all the other taxes of every kind imposed by law, Alabama will levy a 9% tax on the gross proceeds of the sales of medical cannabis when sold at retail. These taxes will be charged to the customer, collected by the retail store at time of sale. The applicant's Finance Manager will collect and remit the 9% tax on the gross proceeds monthly and in accordance with 2018 Code of Alabama Title 40 - Revenue and Taxation Chapter 23-Sales and Use Taxes, Article 1- Sales Tax Division 1 General Provisions.

In addition to the state taxes imposed, there will be local (city and county) sales taxes based on the location of each retail facility. These taxes will be charged to the customer, collected by the retail store at time of sale, and submitted monthly to the State, City, and Local governments that preside over the facility. The Company's proforma reflects the anticipated sales tax to be collected and remitted.

The Applicant has obtained a memorandum from Beth Beville, Director of Finance for the City of Montgomery. The City of Montgomery will only issue business licenses to Integrated Facilities Applicants for business/corporate offices only until such time as we are licensed. Upon receipt of our licenses as an Integrated Facilities, we will apply for a Certificate of Occupancy as a retail establishment. The City of Montgomery Revenue Division will

upgrade our certified licenses activities accordingly. At that time, the Company will establish an account for the remittance of local taxes.

The applicant has five (5) retain locations leased or under a Letter of Intent based on licensure. The applicant will obtain a certificate of occupancy from the local Revenue Divisions, set up accounts for the remittance of local taxes, and remit taxes as required by local law.

**Privilege Tax:**

Alabama will levy an annual privilege tax, calculated in the same manner and rate under Section 40-14A- 22. The privilege tax return will be calculated, filed and paid at the time that the business entity tax returns will be due (on or around March 15 of each calendar year). The Company's proforma reflects the budgeted amount of privilege tax to be remitted.

**Income Tax:**

The entity is structured as an LLC taxed as a partnership. The income from the LLC will be passed through to the members on their respective K-1s. The tax on any net income will be assessed at the individual level and paid with each member's individual income tax return. The data included in the Company's proforma reflect budgeted distributions to members expected to be made to cover the tax on the budgeted income amounts.

The Finance Manager will prepare year end profit and loss statements. In cooperation with the Managing Member of the Company's ownership group, each member of the LLC will receive IRS form K-1's showing the owner members personal taxable income. Under Federal Section 280E, only Cost of Good Sold expenses will be allowed as an offset to Sales Revenue in calculating the amount of income that will be subject to income taxes. The K-1s will reflect each members' share of income after these limitations have been applied.

The Applicant has contracted with DiPiazza LaRocca Heeter & Co, LLC (DLHCPA), a reputable accounting firm serving Alabama. The CPA firm includes a partner who works primarily in the area of tax planning. Our tax matter partners at DLHCPA and the Company’s managing partner are responsible for assuring the federal taxes and privilege taxes are paid.

**Exhibit 10 - Tax Plan**  
**Additional Schedule for Calculation of Expected Taxes**

**Privilege Tax:**

| Year End   | Estimated Equity | Estimated Taxable Net Income/Loss | Estimated Privilege Tax |
|------------|------------------|-----------------------------------|-------------------------|
| 12/31/2022 | 14,439,000       | 0                                 | 3,750                   |
| 12/31/2023 | 12,858,830       | (1,032,973)                       | 2,000                   |
| 12/31/2024 | 20,072,340       | 10,212,197                        | 15,000                  |
| 12/31/2025 | 36,895,964       | 25,415,085                        | 15,000                  |
| 12/31/2026 | 77,033,355       | 47,635,135                        | 15,000                  |

**Sales Tax:**

|                                 |            |
|---------------------------------|------------|
| Alabama                         | 9%         |
| Local (city & county, estimate) | 6%         |
| <b>Total</b>                    | <b>15%</b> |

| Year End   | Estimated Gross Sales | Estimated Sales Tax |
|------------|-----------------------|---------------------|
| 12/31/2022 | 0                     | 0                   |
| 12/31/2023 | 70,219                | 10,533              |
| 12/31/2024 | 13,742,933            | 2,061,440           |
| 12/31/2025 | 29,248,497            | 4,387,275           |
| 12/31/2026 | 52,849,125            | 7,927,369           |

**Income Tax Distributions:**  
**(Tax Paid by Individual Member)**

| Year End   | Estimated Sales | Estimated COGS | Estimated Taxable Income | Estimated Distributions |
|------------|-----------------|----------------|--------------------------|-------------------------|
| 12/31/2022 | 0               | 0              | 0                        | 0                       |
| 12/31/2023 | 70,219          | 1,103,192      | (1,032,973)              | 0                       |
| 12/31/2024 | 13,742,933      | 3,530,736      | 10,212,197               | 4,084,879               |
| 12/31/2025 | 29,248,497      | 3,833,412      | 25,415,085               | 10,166,034              |
| 12/31/2026 | 52,849,125      | 5,213,990      | 47,635,135               | 19,054,054              |





Betty P. Beville  
Director of Finance


**Steven L. Reed**  
**Mayor**

Montgomery City Council Members  
Charles W. Jirright - President    Brantley W. Lyons    Glen O. Pruitt, Jr  
C.C. Calhoun – President Pro Tem    Audrey Graham    Oronde K. Mitchell  
Clay McInnis    Marche Johnson    Ed Grimes

*City of* **Montgomery**, Alabama

## MEMORANDUM

**TO:** Alabama Medical Cannabis Dispensary/  
Integrated Facility Applicant

**FROM:** Betty P. Beville   
Director of Finance

Faye Comer  
Revenue Manager

**DATE:** December 17, 2022

**RE:** Restrictions Imposed Upon City of Montgomery Medical Cannabis Commission  
Dispensary/ Integrated Facility Business License

One of the City of Montgomery's purposes for licensing businesses within its corporate city limits is to manifest its mandate to protect the public, provide for the safety, preserve health, promote prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the city and others transacting business with the city's business licensees. In consideration of this fact, along with the provision found in the Code of Ordinance, Chapter 16 §16-73(8) regarding regulated businesses, the city can only issue a business license for the activities of a Cannabis Dispensary/Integrated Facility when an Alabama Medical Cannabis Commission (AMCC) regulatory license/ certification has been awarded and issued to applicants.

However, we are currently issuing business licenses to the local Alabama Medical Cannabis Commission's cannabis dispensary/integrated facility applicants for their **business/corporate offices only**. After the said applicant has procured and submitted to the City of Montgomery Revenue Division, a Certificate of Occupancy (which will be issued by the City of Montgomery Inspections Department), the business license application packet, will be processed by the City of Montgomery Revenue Division.

Once an applicant receives the required state-regulated licensure to operate such facilities and/or other regulated cannabis-related businesses, the City of Montgomery Revenue Division will upgrade certified license activities accordingly. Please note, applicants will be required to pay the City of Montgomery additional fees for the certified activity upgrades.

# Exhibit 11 – Business Formation Documents

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
4A206FB0214B461...

12/30/22

**Signature of Verifying Individual**

**Verification Date**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$200.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located. If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a \$30 fee will be charged.

**This form must be typed.**

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. (You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply):

Alabama Always, LLC

- 2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

- 3. The name of the Registered Agent (only one agent): Mike Bruce

Street (No PO Boxes) address of Registered Office (must be located in Alabama): 246 Blue Creek Circle

Dadeville, Alabama 36853


\*COUNTY of above address: Tallapoosa

Mailing address in Alabama of Registered Office (if different from street address): Same

- 4. The undersigned certify that there is at least one member of the limited liability company.

This form was prepared by: (type name and full address)

Thomas Kelly  
The Kelly Law Firm, PC  
PO Box 605  
Clayton, AL 36016

RECEIVED DATE  
JUN 08 2021 

SECRETARY OF STATE  
OF ALABAMA

(For SOS Office Use Only)

Alabama  
Sec. Of State

New Entity  
866-381 DLL  
Date 6/08/2021  
Time 13:56  
210608 3 Pg  
Tallapoosa County

File \$100.00  
County \$100.00  
Total \$200.00  
03/046

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

5. Check **only** if the type applies to the Limited Liability Company being formed:

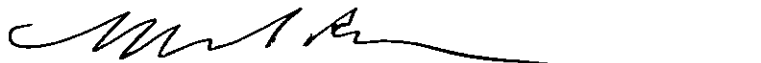
- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 06 /08 /21 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 1:00  AM or  PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

06 1031 2021  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5A-2.04

Mike Bruce  
Typed Name of Above Signature

Manager  
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

\*County of Registered Agent is requested in order to determine distribution of County filing fees

John H. Merrill  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**Alabama Always, LLC**

This name reservation is for the exclusive use of Mike Bruce, 246 Blue Creek Circle, Dadeville, AL 36853 for a period of one year beginning June 02, 2021 and expiring June 02, 2022



RES955578

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

June 02, 2021

Date

John H. Merrill

Secretary of State

December 29, 2022

Alabama Medical Cannabis Commission  
P. O. Box 309585  
Montgomery, Alabama 36130

RE: Alabama Always, LLC

To whom it may concern,

As counsel for Alabama Always, LLC, we drafted and prepared the Operating Agreement for Alabama Always, LLC (the "Company") and can hereby certify that the attached agreement is a true and correct copy of that document. It is also the current Operating Agreement for the Company. As is customary, this agreement is not filed with the Alabama Secretary State, but this is to certify that this is the operative documents for the Company.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'RCD', enclosed within a large, loopy blue scribble.

Royal C. Dumas


RCD/wn  
Enclosure

Memorandum

To: Alabama Medical Cannabis Commission  
From: Mike Bruce, Chairman, Alabama Always, LLC  
Re: Alabama Always, LLC Operating Agreement  
Date: December 29, 2022

Attached please find a true and correct copy of the Alabama Always, LLC Operating Agreement agreed to and signed by all the Members who own Common Units in the Company. Exhibit A has a list of all the Members and the number of Common Units of Alabama Always that they own. Because there were 33 Members, each signed the document individually with digital signatures. We have all the digital signatures of the Members on file.

If you have any questions regarding the Operating Agreement or Exhibit A or need access to the digital signatures on file, please do not hesitate to contact me.

DocuSigned by:  
  
1A206FB8214B461...

Michael D. Bruce

mbruce@ivycreekhealth.com

THE UNITS OF LIMITED LIABILITY COMPANY INTEREST ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS UNDER SUCH ACTS. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, THESE UNITS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL THAT SUCH TRANSFER MAY BE LEGALLY EFFECTED WITHOUT SUCH REGISTRATION. ADDITIONAL RESTRICTIONS ON TRANSFER AND SALE ARE SET FORTH IN THIS AGREEMENT. PURCHASERS OF UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**ALABAMA ALWAYS, LLC**

**An Alabama limited liability company**



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**LIMITED LIABILITY COMPANY AGREEMENT OF  
ALABAMA ALWAYS, LLC**

**THIS LIMITED LIABILITY COMPANY AGREEMENT** (“Agreement”) of Alabama Always, LLC, an Alabama limited liability company (the “Company”), is entered into by and among the Members (as defined herein) of the Company listed on Exhibit A attached hereto and the Company, effective as of December 20, 2022 (the “Effective Date”).

**RECITALS**

A. The Company was formed in the State of Alabama on June 8, 2021 by the filing of the Certificate of Formation with the Alabama Secretary of State;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members and the Company hereby agree as follows:

**ARTICLE I.  
DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Alabama Limited Liability Company Act (*Ala. Code* §10A-10A-1, et seq.), as amended from time to time.

“**Adjusted Capital Account Deficit**” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year or other period, after giving effect to the following adjustments:

(a) Increasing such Capital Account by any amounts which such Member is obligated to restore pursuant to this Agreement (including any note obligations) or is deemed to be obligated to restore pursuant to the penultimate sentence of each of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Decreasing such Capital Account by the items described in Regulations Sections 1.704- 1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“**Agreement**” has the meaning set forth in the introductory paragraph hereof.

“**Assumed Tax Rate**” means, with respect to each item of taxable income allocated to the Members under this Agreement, the highest combined federal and state marginal income tax rate applicable to any Member with respect to such item of taxable income.

“**Available Cash Flow**” means the gross proceeds (in cash, or, as applicable, the fair market value of any other property (net of liabilities secured by such property which the Member is considered to assume)) from the operations of the Company (except to the extent constituting Capital Proceeds or resulting from or arising in connection with a Deemed Liquidation Event) less the portion thereof used to pay or establish reasonable reserves for all Company expenses, debt payments, and contingencies, all as determined by the Board.

“**Board**” means the Company’s Board of Managers.

“**Business Day**” means a day on which banks are open for business in Birmingham, Alabama (which, for avoidance of doubt, shall not include Saturdays and Sundays).

“**Business Services Agreements**” means any business services agreement, administrative services agreement or management services agreement pursuant to which the Company or any Subsidiary or Affiliate of the Company provides business, management or administrative services to the Company, and any business associate agreement, credit and security agreement or license agreement entered into in connection therewith, in each case in substantially the same form and substance as has been approved by the Board.

“**Capital Contribution**” means the amount of cash and the fair market value of any other property (net of liabilities secured by such property, which the Company is considered to assume) contributed by (or on behalf of) a Member to the capital of the Company.

“**Capital Proceeds**” means the proceeds (in cash, or, as applicable, the fair market value of any other property (net of liabilities secured by such property which the Member is considered to assume) and net of costs and expenses related to the transaction generating such proceeds, net of such amounts necessary for the payment of principal and interest or any indebtedness that the Board deems necessary to pay, and net of such financial reserves as the Board deems reasonably necessary to the proper operation of the Company’s business or for other corporate purposes) from the sale, exchange or other disposition of any portion of the Company’s assets, other than in the ordinary course of the Company’s business.

“**Cause**” means, with respect to any particular Management Party, (a) the same meaning as Cause (or variant thereof) set forth in such Person’s Separate Agreement that is in effect on the date of the Management Party’s termination of employment or service, if any; or (b) in the absence of such Separate Agreement or if such Separate Agreement does not provide for a definition of Cause, then any of the following: (i) any fraud, embezzlement, theft or other misappropriation by the Management Party of funds or property of the Company, any Subsidiary or Affiliate of the Company; (ii) the indictment or conviction of the Management Party, or the entry of a plea of guilty or nolo contendere, by the Management Party, of any crime involving moral turpitude or punishable by imprisonment of ninety (90) days or more; (iii) any gross or willful misconduct by the Management Party that is injurious, directly or indirectly, in any material respect to the Company, any Subsidiary or Affiliate of the Company; (iv) the Management Party’s failure to perform in any material respect any of his or her obligations under his or her Separate Agreement; (v) violation of any material policy of the Company or any Affiliate or Subsidiary of the company,

applicable to the Management Party; or (vi) any activity that causes or would be reasonably likely to cause the Management Party to become an Excluded Person.

“***Class A Common Member***,” including the phrase “holders of Class A Common Units,” means those Members holding Class A Common Units and their respective transferees.

“***Class A Common Units***” means Units designated as Class A Common Units of limited liability company interest in the Company, which entitle the holder thereof to share in the Profits, Losses and distributions of the Company, to exercise voting rights as a holder thereof, and to have the other rights, preferences and designations set forth herein, in each case, in accordance with the terms herein applicable to Class A Common Units.

“***Class B Common Member***,” including the phrase “holders of Class B Common Units,” means those Members holding Class B Common Units and their respective transferees.

“***Class B Common Units***” means Units designated as Class B Common Units of limited liability company interest in the Company, which entitle the holder thereof to share in the Profits, Losses, and distributions of the Company and to have the other rights, preferences, and designations set forth herein, in each case, in accordance with the terms herein applicable to Class B Common Units.

“***Code***” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

“***Company***” has the meaning set forth in the introductory paragraph hereof.

“***Company Equity Securities***” means any Units or any other equity securities of the Company or any security convertible into or exercisable for any Units or other equity securities of the Company.

“***Deemed Liquidation Event***” means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Company, or (ii) unless the Board and the holders of at least a majority of the outstanding Units elect otherwise by written notice sent to the Company prior to the effective date of any such event, an acquisition of the Company by any means in any transaction or series of related transactions, including, without limitation, a sale, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company (and its subsidiaries taken as a whole) or any merger, consolidation, share exchange or any other transaction or series of related transactions in which the Company’s owners immediately prior to such transaction or series of transactions do not own securities representing a majority of the voting power of the surviving entity immediately after such transaction or series of transactions or any merger in which the Company is not the surviving entity.

“***Depreciation***” means, for each year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year, except that if the Gross Asset Value of an asset differs from its adjusted tax basis at the beginning of the year,

Depreciation shall be an amount which bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for the year bears to such beginning adjusted tax basis; but if the adjusted tax basis of an asset at the beginning of a year is zero, Depreciation shall be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Board.

“**EBITDA**” means with respect to an applicable period, shall mean the aggregate earnings of the Company before interest, income taxes, depreciation, amortization of goodwill, and the allocation of corporate expenses associated with the Company and without regard to extraordinary or non-recurring items that are paid or incurred after Closing, including any extraordinary bonus or severance payments made to employees. EBITDA shall be calculated in accordance with generally accepted accounting principles, consistently applied (“GAAP”).

“**Effective Date**” has the meaning set forth in the introductory paragraph hereof.

“**Equity Agreement**” means any agreement, document or instrument evidencing or effecting the issuance by the Company of Common Units, in each case as the same may be amended or otherwise modified from time to time.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Excluded Person**” shall mean (i) any Competitor; (ii) any Person adverse to the Investor Group or any of its Affiliates or any Subsidiary or Affiliate of the Company in any pending or threatened claim, investigation, action, suit or proceeding; (iii) any Person who commits any act of fraud, larceny, embezzlement, conversion, misappropriation or willful misconduct with respect to the Company or any of its Subsidiaries or Affiliates; and (iv) any Person who is excluded, debarred, terminated or suspended from participation in any Federal, state or other program, or who has been convicted (including any plea of guilty or nolo contendere) of any felony, any misdemeanor evidencing moral turpitude, any crime of embezzlement, fraud or self-dealing, or any matter which has resulted in, or reasonably could be expected to lead to, any form of exclusion, debarment, termination or suspension from participation in any government program or under any laws applicable to such programs.

“**Exempted Securities**” means any of the following Company Equity Securities: (a) any Company Equity Securities that are issued and outstanding as of the Effective Date; (b) any Company Equity Securities that are issued as a result of any split, reverse split, distribution, equity distribution, reclassification, or reorganization or similar event with respect to any Company Equity Securities; (c) any Company Equity Securities issued to banks, equipment lessors, or other similar lending or financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing, or real property leasing transaction benefiting any Affiliate of the Company that is approved by the Board; (d) any Company Equity Securities issued as consideration in any bona fide business acquisition, combination, reorganization, or recapitalization of or by the Company approved by the Board, including, without limitation, any joint venture or pursuant to any Acquisition Agreement; and (f) any Class A Common Units issued to the Investor Group (or its permitted assignee) pursuant to any applicable federal, state, or local statute.

“**GAAP**” means United States generally accepted accounting principles, consistently applied.

“**Gross Asset Value**” means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition from the Company of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g); and (iv) a grant of any interest, other than a de minimis interest, in the Company as consideration for the provision of services to or for the benefit of the Company, provided that an adjustment described in clauses (i), (ii) and (iv) of this paragraph shall be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as reasonably determined by the Board; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (b) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (b) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

“**Management Company**” means an entity which the Company may employ by contract with the Board.

“**Member**” means any Person executing this Agreement as of the Effective Date as a member of the Company or thereafter admitted to the Company as a member as provided in this Agreement, including all Class A Common Members and Class B Common Members, but excluding any Person who has sold or transferred all of such Person’s Units pursuant to the terms



herein.

“**Nonrecourse Deductions**” has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“**Nonrecourse Liability**” has the meaning ascribed to such term in Regulations Section 1.704-2(b)(3). “**Partner Nonrecourse Debt**” has the meaning ascribed to such term in Regulations Section 1.704-2(b)(4).

“**Partner Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if the Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(iii).

“**Partner Nonrecourse Deductions**” has the same meaning as such term set forth in Regulations Section 1.704-2(i)(1).

“**Partnership Minimum Gain**” means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

“**Percentage Ownership**” shall mean the amount of Units owned by any member divided the sum of all issued Class A and B Units times one hundred.

“**Permitted Transferee**” of a Member shall mean (i) in the case of a Member who is a natural Person, (A) the estate, personal representatives, spouse, lineal descendants (including adopted), conservators, guardians, executors, administrators, testamentary trustees, legatees or beneficiaries of the Member, or (B) a Permitted Transferee Trust; and (iii) in the case of a Member that is an entity, (A) an Affiliate, partner, member, shareholder or other equity owner thereof, or (B) Persons who bear a relationship described in clause (i) above to such Affiliate, partner, member, shareholder or other equity owner.

“**Permitted Transferee Trust**” means, in the case of a Member who is a natural Person, a limited partnership, limited liability company, trust or custodianship, the beneficiaries of which may include the Member, the Member’s spouse, the Member’s lineal descendants (including adopted), or, if such Member has no then-living spouse or lineal descendants, then to the ultimate beneficiaries of any such trust or to the estate of a deceased beneficiary, provided such Member retains the voting control with respect to any Units held by such entity.

“**Person**” means any individual, corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or any other entity recognized by federal and/or applicable state law.

“**Profits**” or “**Losses**” means, for each year or other relevant period, an amount equal to the Company’s taxable income or loss (after the adjustments described below) for each year or other applicable period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section

703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year or other period, computed in accordance with the terms of this Agreement; and

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's interest, the amount of such adjustment shall be treated as an item of gain or loss, as the case may be, from the disposition of the asset and shall be taken into account in computing Profits or Losses.

(g) Notwithstanding any other provision of this Agreement, any items which are specially allocated pursuant to Section 4.1(b) shall not be taken into account in computing Profits or Losses.

**“Related Fund”** means, with respect to any Person that is a private equity, venture capital or other similar investment fund, (i) any general partner, limited partner, member, manager or investment advisor of such Person, and (iii) any fund, trust, collective pool, vehicle or entity with a general partner, manager or investment advisor in common with such Person.

**“Reviewed Year”** has the meaning ascribed to such term in the Revised Partnership Audit Procedures. **“Revised Partnership Audit Procedures”** means the provisions of Subchapter C of

Subtitle F, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof and any analogous state or local audit procedures.

“**ROFR Rightholders**” means, collectively, (a) the Class A Common Members and (b) each Class B Common Members.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Separate Agreement**” means, with respect to any Management Party, any employment agreement, consulting agreement, offer letter or Equity Agreement between such Management Party, on the one hand, and the Company or a Subsidiary or Affiliate thereof, on the other hand.

“**Subsidiary**” or “**subsidiary**” means and includes each wholly owned or majority owned subsidiary of the Company, unless otherwise indicated, as well as each other subsidiary of the Company in which the Company’s express authorization, consent or approval is required for such subsidiary to take any particular action referenced herein.

“**Tax Matters Representative**” means the “partnership representative” of the Company within the meaning of Section 6223(a) of the Code.

“**Transfer**” means and includes any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly.

“**Treasury Regulations**” means the federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time, including proposed, temporary and final regulations.

“**Units**” means units of limited liability company interest in the Company, including the Class A Common Units, Class B Common Units, and any other units of limited liability company interest in the Company of any class or series hereafter created by the Board in accordance with this Agreement.

“**Unreturned Capital Contribution**” means, with respect to each, Class A Common Unit, or Class B Common Unit the difference of (i) the aggregate amount contributed to the Company in exchange for such Unit by the holder thereof over (b) the aggregate distributions with respect to such Unit pursuant to Section 4.2(a) (treating each distribution to a Common Unit Holder under Section 5.1(c)(ii) as attributable on a pro rata basis to each of the Common Units held by the Common Unit Holders at the time of such Distribution).

## **ARTICLE II. ORGANIZATION**

**Section 2.1 Organization.** The Company was formed as a limited liability company in accordance with the Act by the filing of its certificate of formation in the office of the Alabama Secretary of State (the “Certificate”). By executing this Agreement, the Members hereby adopt and ratify the Certificate, and hereby discharge the organizer named therein from any further obligations, duties or liabilities to the Company as an organizer. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Members are different by reason of any provision in this Agreement than they would be in the absence of such provision, this Agreement, to the extent not prohibited by the Act, shall control over the Act.

**Section 2.2 Name.** The name of the Company is Alabama Always, LLC. Company business may be conducted in such name or such other names that comply with applicable law as the Board may select from time to time. The Board shall file, or shall cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Board considers appropriate

**Section 2.3 Registered Office; Registered Agent.** The registered office of the Company will be the registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company will be the registered agent designated in the Certificate, or such other Person as the Board may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Board may designate from time to time, which need not be in the State of Delaware. The Company may have such other offices as the Board determines appropriate.

**Section 2.4 Purpose; Powers.** The Company is formed for the purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any activities necessary, convenient or incidental thereto.

**Section 2.5 Term.** The Company commenced on the date the Certificate was filed with the Alabama Secretary of State, and will continue in existence until terminated pursuant to this Agreement.

**Section 2.6 No State Law Partnership.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.6, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

### **ARTICLE III. MEMBERS; CAPITAL CONTRIBUTIONS**

**Section 3.1 Members.** The names, addresses, and number and classes of Units of the Members are set forth on Exhibit A attached hereto and incorporated herein. The Board is hereby authorized, from time to time, to cause to be completed or amended Exhibit A to accurately reflect, in accordance with this Agreement, the admission of additional Members, the withdrawal of any Member, the change of address of any Member, the classes and number of Units held by any Member, and any other information called for by Exhibit A.

**Section 3.2 Units.** As of the Effective Date, the Company has two (2) classes of Units, designated, respectively, as Class A Common Units and Class B Common Units. The Units will not be certificated. Subject to Section 5.5, any increase or decrease to the total number of Units which the Company has authority to issue shall be determined by the Board from time to time (which determination shall be reflected as a supplement to Exhibit A attached hereto) and shall initially consist of 625 Class A Common Units and 375 Class B Common Units.

**Section 3.3 Admission of Additional Members; Issuance of Additional Units.** Subject to Sections 3.2 and 5.5 and Article IX and upon the approval of the Board, from time to time (i) additional Persons may be admitted to the Company as Members and/or Units (including new classes or series of Units created pursuant to this Agreement) may be issued to such Persons (including existing Members), and (ii) rights to acquire Company Equity Securities may be granted, in each case, on such terms and conditions as the Board may determine at the time of issuance or grant. As a condition to being admitted as a Member of the Company, any Person must agree to be bound by the terms of this Agreement, as amended, by executing and delivering a counterpart signature page to this Agreement, as amended.

**Section 3.4 Split or Reverse Split of Units, Etc.** Subject to Section 5.5, the Board will have the authority to approve any split or subdivision of Units, dividend of Units or reverse split or combination of Units. The Company may, but will not be required to, issue fractions of a Unit. If the Company, at the direction of the Board, does not elect to issue fractions of a Unit, it shall pay in cash the fair value of any such fractions of a Unit.

**Section 3.5 Additional Capital Contributions.** Except as otherwise provided in this Agreement, and subject to Section 5.5, no Member will be permitted to make additional Capital Contributions to the Company without the approval of the Board, and no Member will be required to make additional Capital Contributions to the Company in respect of the Units held by such Member without the written consent of such Member.

**Section 3.6 Capital Contributions by New Members.** New Members will make any Capital Contributions required by the Board pursuant to Section 3.3 above.

**Section 3.7 Return of Contributions.** Except as otherwise provided in this Agreement, and subject to Section 5.5, a Member is not entitled to the return of any part of such Member's Capital Contributions or to be paid interest in respect of either such Member's Capital Account or

such Member's Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of the other Members.

**Section 3.8 Withdrawal of Capital.** Except as otherwise provided herein, and subject to Section 5.5, no Member has the right to withdraw any part of such Member's Capital Contribution from the Company or receive the return of any part of such Member's interest in the Company prior to the Company's liquidation and termination pursuant to Article X hereof, unless such withdrawal is provided for in this Agreement or subsequently agreed to by the Board.

**Section 3.9 Capital Accounts.** A separate capital account (a "Capital Account") will be maintained for each Member in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code and, without limiting the generality of the foregoing, will consist of the sum of the contributions of each Member to the capital of the Company, plus such Member's share of the Profits of the Company, less such Member's share of any Losses of the Company, and less any distributions to or withdrawals made by or attributed to such Member from the Company. In the event of a sale or exchange of some or all of a Member's Units in accordance with this Agreement, the Capital Account of the transferring Member will become the Capital Account of the assignee to the extent it relates to the portion of the Units transferred.

**Section 3.10 Capital Account Deficits.** Notwithstanding anything herein to the contrary, this Agreement will not be construed as creating a deficit restoration obligation with respect to any deficit or negative Capital Account.

**Section 3.11 Intentionally Omitted.**

**Section 3.12 Intentionally Omitted**

**Section 3.13 Intentionally Omitted.**

#### ARTICLE IV. ALLOCATIONS AND DISTRIBUTIONS

**Section 4.1 Allocations of Profits and Losses.**

(a) **Allocations in General.** After first giving effect to the special allocations, if any, provided in Section 4.1(c), and subject to the limitation on the allocation of Losses under Section 4.1(b), and after taking into account all Capital Contributions and distributions made during the Fiscal Year, the Profits or Losses (or, if necessary, solely for the Fiscal Year in which the Company is liquidated, items of income, gain, deduction, or loss) of the Company for each Fiscal Year shall be allocated among the Members so as to ensure, to the extent possible, that the Capital Account of each Member as of the end of such Fiscal Year is as nearly as possible equal to (a) the aggregate distributions that such Member would be entitled to receive if all of the assets of the Company were sold for cash equal to their Gross Asset Value, all liabilities of the Company were repaid from the proceeds of such sale (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the assets securing such Nonrecourse Liability) and the remaining

proceeds were distributed as of the end of such Fiscal Year in accordance with Section 4.2, treating all solely for this purpose all Units as vested, minus (b) such Member's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets. The allocations made pursuant to this Section 4.1 are intended to comply with the provisions of Section 704(b) of the Code and the Regulations thereunder and, in particular, to reflect the Member's economic interests in the Company as set forth in Section 4.2, and this Section 4.1(a) shall be interpreted in a manner consistent with such intention.

(b) Limitation on Losses. The Losses allocated pursuant to Section 4.1 shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. All Losses in excess of the limitation set forth in this Section 4.1(b) shall be allocated first to the Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (i) and (ii) of the definition of Adjusted Capital Account Deficit until no Member is entitled to any further allocation.

(c) Special Allocations. The following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 4.1(c)(i), if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.1(c)(i) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the

respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.1(c)(ii) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 4.1(c)(iii) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.1 have been tentatively made as if this Section 4.1(c)(iii) were not in the Agreement.

(iv) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 4.1(c)(iv) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4.1 have been made as if Section 4.1(c)(iii) and this Section 4.1(c)(iv) were not in the Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in proportion to their Percentage Ownership.

(vi) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vii) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the



adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Member in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(d) Tax Allocations.

(i) Except as provided in Section 4.2(b), all income, gains, losses and deductions of the Company will be allocated for federal, state and local income tax purposes among the Member in accordance with the allocation of such income, gains, losses and deductions among the Member for computing their Capital Accounts; except that if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Member so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(ii) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Member in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (i) of the requirements of Regulations Section 1.704-1(b)(2)(iv)(f), then subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Allocations pursuant to this Section 4.1(d)(ii) shall be made using any reasonable method permitted under Treasury Regulation Section 1.704-3 as selected by the Board.

(iii) Allocations pursuant to this Section 4.1(d)(iii) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions or other Company items pursuant to any provision of this Agreement.

**Section 4.2 Distributions.**

(a) Subject to Sections 4.2(c)-(g) below and Section 5.5, distributions of Available Cash Flow (which shall exclude, for the avoidance of doubt, distributions of Capital Proceeds and/or the net proceeds of any Deemed Liquidation Event) will be made by the Company at such times as may be determined by the Board as follows: to the holders of Class A Common Units and Class B Common Units, pro rata in proportion to their relative Percentage Ownership.

(b) Any distributions pursuant to this Section 4.2 made in error or in violation of Section 101.206 of the Act, will, upon demand by the Board, be returned to the Company.

(c) Notwithstanding anything to the contrary in this Section 4.2, any distribution of property other than cash may be made subject to existing liabilities and obligations to the extent approved by the Board.

(d) For each calendar year, except to the extent that the Board determines that the Company does not have adequate reserves to meet the reasonably anticipated expenses of the Company in the ordinary course of business and/or reasonable reserves for contingencies, or unless the Board determines that any distributions pursuant to this Section 4.2(f) would breach or in any manner violate any covenant of the Company with any third party, the Company shall make a distribution to each Member that is calculated to pay the income taxes on the Member's allocative share of Profits for that year allocated pursuant to Section 4.1 above (taking into account the tax benefit from any current year or unrecaptured prior year ordinary loss or net capital loss allocated as an item of net income). The distribution to pay taxes shall be determined for the Members as a group based on the Assumed Tax Rate. A distribution to a Member made pursuant to this Section 4.2(f) as thus determined shall be reduced (but not below zero) by the amount of all other distributions made by the Company to such Member during that year pursuant to Section 4.2(f) hereof, but not by any other distributions, and to the extent not reduced shall be treated as an advance of future distributions pursuant to Section 4.2(a) or, to the extent that no future distributions occur pursuant to Section 4.2(a), Section 4.2(b). If the distribution to pay taxes is not made during the year to which it relates, the distribution shall be completed after each Member's distributive share of the Profits of the Company is determined by the Company, but in any event before April 15th of the succeeding year to which such taxes relate. The Company may make distributions to pay taxes in quarterly installments on an estimated basis prior to the end of a taxable year, but if the amounts distributed by the Company as estimated quarterly tax distributions exceed the greater of (a) the amount of tax distributions to which such Member is entitled for such taxable year or (b) the total amount of other distributions to which such Member is entitled in such taxable year, then the Member shall, within fifteen (15) days after the tax return for such year is filed, return such excess to the Company unless the Company agrees such excess shall be treated as a tax distribution to such Member pursuant to this Section 4.2(f) or treated as an advance against future tax distributions.

**Section 4.3 Allocation of Profits, Losses, and Distributions in Respect of Units Transferred.** Profits or Losses allocable to any Member whose Units have been transferred, in whole or part, during any Fiscal Year, shall be allocated among the Persons who are the holders of such Units during such Fiscal Year in proportion to their respective holding periods, without separate determination of the results of the Company's operations during such periods.

**Section 4.4 Deemed Liquidation Event Proceeds.** In the event that a Deemed Liquidation Event is in any form described in clause (ii) of the definition of Deemed Liquidation Event, the Members hereby agree that the definitive documents governing such Deemed Liquidation Event and the Board shall apportion the aggregate consideration among the Units as if such consideration were instead distributed to the Members pursuant to Section 4.2(b) and each Member shall only be entitled to its relative portion of the aggregate consideration as herein determined; provided, however, the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “Initial Consideration”) shall (a) be distributed among the holders of Units of the Company in accordance with Section 4.2(b) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event (taking into account any and all prior distributions to the Members pursuant to Section 4.2(b)), and (b) any additional consideration which becomes payable to the holders of Units upon release from escrow or satisfaction of contingencies shall be distributed among the holders of Units in accordance with Section 4.2(b) after taking into account all distributions referenced in the preceding clause (a).

## **ARTICLE V. MANAGEMENT AND OPERATION**

### **Section 5.1 Management.**

(a) Board. Except as otherwise specifically provided in this Agreement or by applicable law, and subject to Section 5.5, the Board will have full, complete and exclusive authority to manage, direct and control the business, affairs and properties of the Company, and to perform any and all other acts or activities customary or incident to the management of the Company’s activities. The Board will adopt a budget for spending by the Company for any twelve-month period that the Board designates. The Board may revise that budget from time to time as they see fit. The Chief Executive Officer and other officers will be bound to spend Company funds in accordance with the budget unless the Board authorizes changes to the Budget proposed by the Company’s officers. The members of the Board shall be the “managers” of the Company for all purposes under the Act, provided that, except as otherwise provided herein, and notwithstanding anything to the contrary set forth in the Act, no single member of the Board may bind the Company, and the Board shall have the power to act only collectively in accordance with the provisions and in the manner specified herein.

(b) Number of Managers. The number of managers which will constitute the entire Board will be seven (7) Managers who need not be Members of the Company.

(c) Election and Removal of Managers.

(i) From the adoption of this Agreement and for four years after January 1, 2023, the owners of Class A Common Units shall be entitled to elect four of the six Board Members. One of the Board Members selected by the Class A Common Unit owners shall be designated the Chairman of the Board. In the event of any tie vote of the Board, the vote of the Chairman on that matter will act as the tie breaker to decide the matter. For the same time period, Owners of Class B Common Units holders shall elect three of the six Board Members. The Board

shall also elect a Vice-Chairman of the Board to act as Chairman when the Chairman is absent from a meeting.

(ii) After the expiration of the fourth year after the first day of the calendar year after the adoption of this Agreement, the holders of Class A and B Common Units shall be entitled to jointly elect all members of the Board. For purposes of this Agreement the total of all issued Class A and B Common Units shall equal 100% of all of voting shares. The Board shall elect a Chairman whose vote on any matter where there is a tie vote shall act as a tie breaker to decide the matter.

(iii) As of the Effective Date, the following Members shall serve as the Initial Board Members and Managers for a period of one year from the date of this Agreement unless they resign early or are unable to serve. In that case the Initial Board Member leaving the Board will be replaced for the balance of the one year period by a vote of the Common Unit owners. The Initial Board Members will be: Mike Bruce, Chairman (Dadeville, Alabama); Ben McNeil (Raymer, Alabama); Richard Lindsey (Centre, Alabama); Linda Gentry (Fort Payne, Alabama); Shannon Millican (Rainbow City, Alabama); Daniel Boyd (Pike Road, Alabama); James F. Dixon III (Birmingham, Alabama).

(d) Vacancies. Vacancies on the Board by reason of death, resignation, retirement, disqualification, removal from office, or otherwise will be filled by vote of the Members entitled to elect such managers pursuant to Section 5.1(c). The managers so chosen will hold office until their successors are duly elected and qualified, unless sooner replaced in accordance with Section 5.1(c).

(e) Regular Meetings. Regular meetings of the Board may be held with written notice to each member of the Board stating the place, within or without the State of Alabama, date, time and purpose(s) of such meeting.

(f) Special Meetings. Special meetings of the Board may be called by any member of the Board or the Chief Executive Officer on at least forty-eight (48) hours' prior notice to each manager, either personally, by facsimile, or by e-mail transmission; provided, however, that if quorum is not achieved pursuant to Section 5.1(h) hereof, a second special meeting expressly called for the same purpose(s) of the first meeting may be called on at least twenty-four (24) hours' prior notice to each manager, either personally, by facsimile, or by e-mail transmission.

(g) Committees.

(i) From time to time, the Board may, by resolution passed by a majority of the entire Board, appoint a committee or committees for any purpose or purposes to the extent permitted by law, which committee or committees will have such powers as specified in the resolution of appointment; provided, however, that the Preferred Managers shall have the right to serve on any such committee or committees.

(ii) The provisions contained in Section 5.1(h) below shall apply to the quorum and voting procedures of any committee of the Board.

(h) Quorum; Voting. At all meetings of the Board a majority of the total number of managers will be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the managers holding a majority of the total number of votes present at any meeting at which there is a quorum will be the act of the Board, except as otherwise required by applicable law or provided by this Agreement. If a quorum is not present at any meeting of the Board, the managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Each manager shall be entitled to one vote on all matters voted on by the Board.

(i) Action Without Meeting. Any action which may be taken at any meeting of the Board, may be taken without a meeting, without prior notice and without a vote, if (i) a consent in writing, setting forth the action so taken, and (ii) a waiver in writing of acting at a meeting, is signed, in each case, by the number of members of the Board that would be necessary (in accordance with Section 5.1(h) above) to authorize or take such action at a meeting at which all managers entitled to vote thereon were present and voted. Prompt notice of the taking of Board action without a meeting by less than unanimous written consent will be given to those members of the Board who have not consented in writing. Members may give their consent by sending an email to the Chief Executive Officer.

(j) Meetings by Telephonic or Other Communications Equipment. Managers may participate in any meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at such meeting.

(k) Manager Compensation. Except as otherwise determined by the Board, managers shall not be entitled to compensation in their capacity as managers; provided, however that all managers shall be entitled to reimbursement of all out-of-pocket and travel expenses reasonably incurred in attending any meeting of the Board or otherwise serving as a manager of the Company. Notwithstanding the foregoing, nothing in this section shall be construed to limit the ability of any manager to receive compensation for his or her service as a designated officer of the Company in accordance with this Agreement.

**Section 5.2 Individual Member Authority.** The Chief Executive Officer and the Secretary, acting individually, and any other officer hereafter appointed by the Board, each has and will have the authority to bind the Company as an agent in the ordinary course of business. No Member acting solely in such Member's capacity as a Member has the authority to bind the Company, unless such action is expressly authorized by this Agreement or by the Board. Any Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by such Member purporting to act for or to undertake any obligation, debt,

duty or responsibility on behalf of any other Member or the Company, to the extent such action or undertaking is not in accordance with the express authority of this Agreement or express authority granted by the Board or the Members in accordance with this Agreement.

### **Section 5.3 Members.**

(a) Voting. Except as otherwise provided in this Agreement, the Members will vote together as a single class on all matters submitted to a vote of the Members of the Company, with each such Member entitled to that number of votes equal to the number of Units held by such Members. Except as otherwise provided by this Agreement, all matters subject to a vote of the Members shall be determined by the Members holding a majority of the total outstanding Units of the Company. Except as expressly provided in this Agreement, or as otherwise required under non-waivable provisions of the Act, the Members shall have no right to vote on any Company matter.

(b) Meetings of Members. Meetings of the Members, for any purpose, or purposes, may be called by the Chief Executive Officer, and will be called by the Chief Executive Officer or Secretary upon the request of Members holding greater than ten percent (20%) of the total outstanding Units. Such request will state the purpose or purposes of the proposed meeting. Business transacted at any meeting of the Members will be limited to the purposes stated in the notice. Meetings of Members may be held at any place within or outside the State of Alabama as set forth in the notice of meeting.

(c) Notice of Meeting. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting will be given by the Company to the Members, which notice must state the place, if any, date and hour of the meeting, the means of remote communication by which Members and proxy holders may be deemed to be present in person and vote at such meeting, and the purpose or purposes for which the meeting is called. The written notice of any meeting must be given to each Member entitled to vote at such meeting not less than three (3) days but not more than sixty (60) before the date of the meeting.

(d) Quorum. A majority of the total outstanding Units of the Company Units, the holders of which are present in person or represented by proxy, and the Investor Group, will constitute a quorum for the transaction of business except as may otherwise be provided by law or by this Agreement.

(e) Fixing Record Date. In order that the Company may determine the Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, or to express consent to Company action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights, or for the purpose of any other lawful action, the Chief Executive Officer may fix a record date which will not be less than five (5) days before the date of such meeting.

(f) Members Action by Written Consent Without a Meeting. Any action which may be taken at any meeting of the Members, may be taken without a meeting,

without prior notice and without a vote, if (i) a consent in writing, setting forth the action so taken, and (ii) a waiver in writing of acting at a meeting, is signed, in each case, by Members holding not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Notice of the taking of Member action without a meeting by less than unanimous written consent will be given to those Members who have not consented in writing. Members may give their consent by sending an email to the Chief Executive Officer.

(g) Proxies. At each meeting of the Members, each Member having the right to vote may vote in person or may authorize another Person or Persons to act for such Member by proxy appointed by an instrument in writing subscribed by such Member and bearing a date not more than eleven (11) months prior to said meeting, unless such instrument provides for a longer period. All proxies must be filed with the Secretary of the Company at the beginning of each meeting in order to be counted in any vote at the meeting.

(h) Meetings by Telephonic or Other Communications Equipment. Members may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at such meeting.

#### **Section 5.4 Officers**

(a) Designation of Officers. Subject to Section 5.5, the Board may, from time to time, (i) designate one or more individuals to be officers of the Company, with such titles as the Board may assign to such individuals; (ii) subject to any agreement between the Company and any such officer, remove any officer, with or without cause; and (iii) fill any vacancy of the officers. No officer may be delegated a power or duty in contravention of a specific provision of this Agreement that requires the approval of the Members or a certain class of Members or the approval of the Board or certain managers. Subject to Section 5.5, the Company may have, at the discretion of the Board, such officers as may be appointed by the Board (including, without limitation, the offices set forth in this Section 5.4). Officers so designated will have such authority and perform such duties as this Agreement provides or as the Board may from time to time delegate to them, subject to express limitations in this Agreement. Any number of offices may be held by the same Person. Any officer may resign as such at any time (except as otherwise provided in any agreement between the Company and such officer).

(b) Chief Executive Officer. The Chief Executive Officer will, subject to the powers and directives of the Board, be in general and active charge of the business and affairs of the Company, will be the Company's chief policy-making officer, will have control over the Company's officers, agents and employees, will see that all orders and resolutions of the Board are carried into effect including the budget of the Company enacted by the Board, and will have such other powers and duties customarily exercised

by the chief executive officer of business corporations. The Chief Executive Officer will have such other powers and duties as may be prescribed by the Board or as may be provided in this Agreement. In the absence of the Chief Executive Officer, or event of illness (mental or physical) or accident, which results in the Chief Executive Officer being unable to perform the Chief Executive Officer's duties as an employee of the Company for a period of two consecutive months during any twelve month period, then the Board may appoint an interim or permanent Chief Executive Officer, who shall have all powers of and be subject to all the restrictions upon the Chief Executive Officer set forth herein. The Chief Executive Office has the discretion and authority to obligate the Company, without Board approval for up to but not to exceed \$25,000.00 unless the amounts are already approved by the Board in the Company Budget. For the first year of operations from June 1, 2023 until July 1, 2024 all employees that will make more than \$60,000 per year must be presented to the Board for their approval.

(c) Chief Operating Officer. The Chief Operating Officer, if such an officer is appointed, will plan and direct all aspects of the Company's operational activities, objectives and initiatives. The Chief Operating Officer will report to the Chief Executive Officer and the Board and will have such other powers and duties as may be prescribed by the Chief Executive Officer or the Board or as may be provided in this Agreement.

(d) Chief Financial Officer. The Chief Financial Officer, if such an officer is appointed, will have the general powers and duties of managing the financial affairs of the Company and its financing arrangements. The Chief Financial Officer will keep full and accurate accounts of receipts and disbursements in books belonging to the Company and will deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Chief Financial Officer will report to the Chief Executive Officer and the Board and will have such other powers and duties as may be prescribed by the Chief Executive Officer or the Board or as may be provided in this Agreement.

(e) Vice Presidents. The Vice Presidents, if any such officers are appointed, will have such other powers and duties as may be prescribed by the Chief Executive Officer or the Board, or as may be provided in this Agreement.

(f) Secretary. The Secretary will keep the minutes of all meetings of the Board and Members in appropriate books and will attend to the giving of all notices for the Company. The Secretary will have charge of such books and papers as the Board may direct, will exercise all powers and duties customarily exercised by the secretary of business organizations, and will have such other powers and duties as may be prescribed by the Board or the Chief Executive Officer, or as may be provided in this Agreement.

(g) Interim Manager. The Members hereby designate James Eaton as the Interim Manager of the Company. As Interim Manager, Eaton will manage the business of the Company from December 18, 2022 to June 30, 2023, during the period when the Alabama Cannabis Commission is making a decision in regard to granting or denying of the Company's Application for an Integrated Facility License. The Interim Manager shall



serve without compensation except for travel expenses and is hereby delegated all the duties and powers of the Chief Executive Officer for this Interim period of time. The Interim Manager shall report to the Board of the Company. His tenure in office may not be extended beyond July 1, 2023 unless the Company is not granted a cannabis license by the Commission. If the Company is granted a license, a duly appointed Chief Executive Officer will assume that executive position on or before July 1, 2023 at the discretion of the Board.

(h) Master Grower. The Board will enter into a contract with a Master Grower who has extensive experience in horticulture over several years and specific experience in growing cannabis in another state to ensure the success of the Company's cannabis grow.

**Section 5.5 Protective Provisions**. Notwithstanding anything to the contrary set forth in this Agreement, the Company shall not, and the Board and the Members shall not permit the Company to, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Agreement) the written consent or affirmative vote of 60% of the Members:

- (a) amend, alter, or repeal any provision of this Agreement or the Certificate;
- (b) liquidate, dissolve or wind-up the affairs of the Company, or effect any merger or consolidation or any other Deemed Liquidation Event
- (c) except as provided in Section 3.13 hereof, (i) create or authorize the creation of or issue (whether through reclassification or other alteration or amendment of any existing Company Equity Securities) any Company Equity Securities; (ii) issue any Company Equity Securities for less than fair market value (as reasonably determined by the Board in good faith, which determination was made in accordance with this Section 5.5); (iii) increase the authorized number of Units of any class or series or increase the authorized number of any other type of Company Equity Security that may be issued by the Company; (iv) permit any Member to make any additional Capital Contribution or return or permit the withdrawal of any part of any Member's Capital Contribution; (v) reclassify, alter or amend any Units or other Company Equity Securities; (vi) granting any anti-dilution or registration rights to any Person; or (vii) registering any of the Units or any Company Equity Securities or any of its Subsidiaries equity securities under the Securities Act or any similar state law;

Notwithstanding anything to the contrary set forth in this Agreement, the Company shall not, and the Board and the Members shall not permit the Company to, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Agreement) the written consent or affirmative vote of 60% of the Managers:

- (d) approve, establish or amend, as applicable, any operating plan or budget for any fiscal year or any annual accounting review or audit;

(e) approve, establish or amend, as applicable, any of the Company's equity compensation plans, including the number of Units or other securities reserved under such plans and the vesting and redemption features of any awards under such plans or any other incentive compensation to any employee, officer, manager or independent contractor of the Company or any Subsidiary;

(f) permit any Member to transfer any Units or other Company Equity Securities pursuant to Section 8.1(a)(ii);

(g) liquidate, dissolve or wind-up the affairs of the Company, or effect any merger or consolidation or any other Deemed Liquidation Event;

(h) approve or establish any Subsidiary of the Company, or enter into any partnership, joint venture, or corporate strategic relationship involving the payment contribution or assignment by the Company or any Subsidiary or to the Company or any Subsidiary of assets greater than \$25,000;

(i) make or authorize the payment of any capital expenditures by of the Company or any Subsidiary (including, without limitation, product or service development expenditures not included in the then- current operating budget of the Company), except for capital expenditures included in the operating budget for such fiscal year (which operating budget must have been approved in accordance with this Section 5.5);

(j) make any loan or advance to any Person, including, any employee or manager, except advances and similar expenditures in the ordinary course of business or under the terms of an equity incentive plan (which equity incentive plan must have been approved in accordance with this Section 5.5); (ii) create, authorize the creation of, or amend or modify the terms of any debt security or otherwise incur any indebtedness; (iii) guarantee any indebtedness except for trade accounts of the Company or any Subsidiary arising in the ordinary course of business; or (iv) repay, restructure or otherwise discharge any indebtedness, except for repayments of indebtedness in accordance with the terms of the instrument evidencing the same;

(k) purchase or redeem or make any distribution on any Units or other Company Equity Securities, (ii) redemptions of Class A Preferred Units in accordance with Section 8.5, and (iii) distributions to satisfy the tax liability attributed to a Member pursuant to Section 4.2(f);

(l) hire, fire or change the compensation, including incentive awards, of executive officers or other members of senior management of the Company or any Subsidiary, except for changes in compensation included in the operating budget for such fiscal year (which operating budget must have been approved in accordance with this Section 5.5);

(m) enter into or be a party to any transaction with any member of the Board or officer or employee of the Company or any Subsidiary or any “associate” (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person;

(n) [intentionally omitted];

(o) create or hold any equity securities in any subsidiary that is not a wholly-owned Subsidiary or dispose of any Subsidiary’s equity securities or all or substantially all of any Subsidiary’s assets;

(p) award cash compensation (including, without limitation, base salary and bonuses) to any employee, officer, manager or independent contractor of the Company or any Subsidiary that results in such employee, officer, manager or independent contractor earning over \$75,000 per year, except for compensation included in the operating budget for such fiscal year (which operating budget must have been approved in accordance with this Section 5.5);

(q) change the principal business of the Company or any Subsidiary, enter new lines of business, or exit the current line of business;

(r) sell, assign, license, pledge or encumber any material asset of the Company or any Subsidiary, other than licenses granted in the ordinary course of business consistent with past practice, or acquire any business line or other material asset;

(s) enter into any exclusive license with respect to the products or services of the Company or any Subsidiary;

(t) commence or settle any litigation, action, claim arbitration, mediation or other proceeding that reasonably could involve payment by the Company and/or any Subsidiary in excess of \$50,000;

(u) appoint or approve the appointment of (i) the Tax Matters Representative, (ii) the independent public accounts of the Company or (iii) any third party appraiser or investment bank for purposes of valuing the business or assets of the Company or any Subsidiary (other than the engagement of an Appraiser in accordance with Section 8.6(a));

(v) convert or approve the conversion of the Company into a corporation or other entity, or make any election to change the Company’s tax status;

(w) engaging or changing any auditors or legal, financial audit or tax advisors or investment bank;

(x) determining the fair market value of any Unit(s) or engaging or changing any independent auditors or any firm or other Person engaged to value the Company and/or any of its Subsidiaries (other than in connection with a determination of the

Redemption FMV, which determination shall be made in accordance with Section 8.5);

(y) enter into, terminate, amend or waive any rights under any contract, or otherwise engage in any transaction, between, on the one hand, the Company or any Subsidiary, and, on the other hand, , any member, shareholder, owner, manager, director, officer or employee, other than (i) as expressly contemplated by this Agreement or (ii) any Business Services Agreements;

(z) terminate, challenge or seek to challenge the validity, legality or enforceability of, assert any breach under, or commence or threatened any litigation, claim or other proceeding relating to, the Advisory Agreement; and/or

(aa) enter into any agreement or understanding to take any of the foregoing actions.

**Section 5.6** [intentionally omitted]

## **ARTICLE VI. FISCAL AND TAX MATTERS; RECORDS**

**Section 6.1** **Books and Records.** The books and records of the Company will be maintained at the Company's principal place of business. All Members individually holding Units representing a Percentage Ownership of at least ten percent (10%) will have access to the books and records of the Company to the extent reasonably requested (and except as necessary to maintain confidentiality, attorney- client privilege or for other similar reasons), during regular business hours, at the Company's principal place of business, upon provision of notice in writing by any such Member to the Company at least seven (7) Business Days before the date on which any Member desires to inspect said books and records. Notwithstanding the other provisions of this Agreement, Section 101.502 of the Act shall not apply to the Company and no Member shall have any rights thereunder.

**Section 6.2** **Fiscal Year.** The fiscal year of the Company (the "Fiscal Year") for financial statement and federal income tax purposes will end on December 31st unless otherwise determined by the Board.

**Section 6.3** **Tax Returns.** The Company shall use commercially reasonable efforts to deliver or cause to be delivered, within ninety (90) days after the end of each Fiscal Year, to each Person who was a Member at any time during such Fiscal Year a Form K-1 for such Fiscal Year and all information necessary for the preparation of such Person's United States federal and state income tax returns. If, notwithstanding the Company's commercially reasonable efforts, the Company has not provided to the Member a Schedule K-1 within ninety (90) days after the end of a Fiscal Year, the Company shall provide to the Member within ninety (90) days of the end of such Fiscal Year its best estimate of the tax information that will be provided in the Member's Schedule K-1 and provide such Schedule K-1 as soon as reasonably practicable thereafter, but in no event later than June 1st of such Fiscal Year.

**Section 6.4** [intentionally omitted]

**Section 6.5 [intentionally omitted]**

**Section 6.6 Preparation of Tax Returns.** The Company shall arrange for the preparation and timely filing of all tax returns required to be filed by the Company, including making the elections described in Section 6.7. Each Member shall furnish to the Company all pertinent information requested by the Company in its possession relating to the Company's operations that is necessary to enable the Company's income tax returns to be prepared and filed. The Company's accounting period for U.S. federal income tax purposes shall be the Fiscal Year unless the Board shall determine otherwise.

**Section 6.7 Tax Elections.** The Tax Matters Representative is hereby authorized to make in good faith any tax elections for the Company in its sole discretion. Each Member will upon request supply any information reasonably necessary to give proper effect to such election.

**Section 6.8 Tax Matters Representative.**

(a) James Eaton shall be the Tax Matters Representative. If the Revised Partnership Audit Procedures require that the Company designate an individual act on behalf of the Tax Matters Representative, the Company shall designate such individual at the direction of the Tax Matters Representative who shall be the Designated Individual (as defined by the Code), and such individual shall act at the direction of and under the supervision of the Tax Matters Representative. The Tax Matters Representative shall have all of the powers and authority granted to such Person under the Code, and any analogous state and local tax laws. Additionally, the Tax Matters Representative shall have the authority to sign all federal, state and local Company tax returns and make all federal, state and local tax elections on behalf of the Company, including without limitation selection of tax accounting methods, except to the extent such authority is reserved to another Person under applicable law. If Investor Group resigns as Tax Matters Representative or becomes ineligible to be the Tax Matters Representative, the Board (subject to Section 5.5) shall appoint a successor Tax Matters Representative, who must be a person qualified to hold such position under federal, state, and local law as well as in accordance with this Agreement.

(b) Each Member hereby agrees to provide the Tax Matters Representative such information as the Tax Matters Representative reasonably requests in connection with a Company audit under the Revised Partnership Audit Procedures in order for the Tax Matters Representative to minimize the Imputed Underpayment and to evaluate elections available to the Company under the Revised Partnership Audit Procedures. Such information shall include, but not be limited to, if such Member is an entity, providing the Tax Matters Representative with the type of entity, its federal income tax classification, the names of its direct and indirect owners and, if such direct or indirect owners are entities, with the types of entities and their respective federal income tax classifications. Each Member may, at its, his or her election, request from the Tax Matters Representative information reasonably necessary for such Member to file an amended return for the Reviewed Year as contemplated by the Revised Partnership Audit Procedures, and the

Tax Matters Representative shall use commercially reasonable efforts to provide such information to a requesting Member.

(c) The Company shall make any payments of Imputed Underpayment, penalties and interest thereon that it may be required to make under the Revised Partnership Audit Procedures (the “*Tax Payment Amount*”), and the Tax Payment Amount shall be allocated by the Tax Matters Representative among the Persons who were Members of the Company for the Reviewed Year in a manner that reflects such Persons’ respective interests in the Company for the Reviewed Year, adjusted by taking into account any attributes or actions taken by such Persons that resulted in a reduction in the Imputed Underpayment. For the avoidance of doubt, if any Member or former Member provides information to the Tax Matters Representative regarding its tax attributes or its amended U.S. federal income tax return for the Reviewed Year that directly results in a reduction in the Imputed Underpayment, such Member or former Member shall receive credit for such reduction in determining its share, if any, of the remaining Imputed Underpayment.

(d) The portion of the Tax Payment Amount allocated to a Member or former Member pursuant to Section 6.8(c), if any, shall be paid by such Member to the Company (or to the Tax Matters Representative or its designee to hold on behalf of the Members if the Company has been terminated) upon thirty (30) days written notice from the Tax Matters Representative demanding such payment; provided, however, that the Tax Matters Representative may, in its sole and absolute discretion, in lieu of demanding payment by a Member (but not a former Member) elect to treat the portion of the Tax Payment Amount allocated to a Member as a distribution to such Member which deemed distribution shall reduce, dollar for dollar, the next distribution otherwise distributable to such Member under this Agreement.

(e) The Members’ and Tax Matters Representative’s obligations under this Section 6.8 shall survive the termination, dissolution, liquidation and winding up of the Company or the Transfer of all or any portion of a Member’s interest in the Company. If the Company has terminated, this Section 6.8 shall be applied as if the Company continued to exist to the extent possible under applicable law.

**Section 6.9 Other Tax Matters.** The Company shall use commercially reasonable efforts to (i) obtain for the benefit of each Member or its direct or indirect owners any exemption from, reduction in, or refund of, withholding or other taxes imposed by any taxing authority with respect to amounts allocable to, received by, or distributable by, the Company to such Member (“*Withholding Taxes*”), (ii) notify each Member of the amount of any Withholding Taxes imposed with respect to such Member, (iii) to the extent the exemption from, reduction in, or refund of, withholding or other taxes is required to be applied for by a Member or its direct or indirect owners reasonably assist such Member with respect thereto, and (iv) otherwise use commercially reasonable efforts to provide each Member with such information and documentation as the Member may reasonably require to enable it to seek any exemption from, reductions in, or refunds of, Withholding Taxes to which it is entitled. For the avoidance of doubt, Withholding Taxes shall include, without limitation, taxes imposed pursuant to Section 1471 or 1472 of the Code or any

successor provision.

## **ARTICLE VII. CORPORATE CONVERSION**

**Section 7.1 Corporate Conversion.** Pursuant to terms of this Agreement, the Act, the Code and other applicable law, and subject to Section 5.5, the Board may approve the conversion of the Company into a corporation or other entity, whether by way of statutory conversion, merger, consolidation or otherwise (the “*Corporate Conversion*”; such successor entity, the “*Corporate Successor*”) upon such terms and conditions as the Board deems advisable; provided, however, that the Corporate Conversion shall be effected in such a manner so as to not alter the relative equity ownership of the Members in the Company (or any Corporate Successor thereto) and to cause the respective Units of the Company to be exchanged for or converted into shares of corporate stock or other equity interests having substantially the same rights, preferences and obligations as were applicable to such Units exchanged for such shares or other equity interests as of the time of the Corporate Conversion. The Company and all Members shall cooperate in good faith and execute all documents reasonably necessary in connection with the Corporate Conversion, including, without limitation, a stockholders’ or similar agreement (such documents collectively, the “Corporate Successor Stockholders Agreement”) containing, to the extent applicable, the provisions in this Agreement.

## **ARTICLE VIII. TRANSFER OF UNITS**

### **Section 8.1 Restrictions on the Transfer of Units.**

(a) Subject to the remaining provisions of this Article VIII, except as expressly provided elsewhere herein, the Units shall not be Transferred, and the Company shall not recognize and shall issue stop-transfer instructions to any transfer agent, if applicable, with respect to any such Transfer, except (i) in accordance with Sections 8.2, 8.3, 8.4 or 8.5, (ii) to the extent approved by the Board (subject to Section 5.5), or (iii) to Permitted Transferees of such Member; provided, however, that, all Transfers pursuant to clauses (i)-(iii) shall be subject to the remaining conditions specified in this Section 8.1. All transferring Members will cause any proposed transferee of the Units (including Permitted Transferees) held by such Member to execute a counterpart of this Agreement and become bound hereby in the same manner as Members, as the case may be.

(b) Before any proposed Transfer of any Units, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Member holding such Units shall give notice to the Company of such Member’s intention to effect such Transfer. Each such notice shall describe the manner and circumstances of the proposed Transfer in sufficient detail and, if requested by the Company, shall be accompanied at such Member’s expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be satisfactory to the Company in its sole discretion, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act, or (ii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed Transfer

of Units may be effected without registration under the Securities Act.

(c) In order to provide for the Company and/or the Members to exercise their rights pursuant to the remaining provisions of this Article VIII, before any member sells any Unit, such Member must give at the same time to the Company and other Members a written notice signed by the transferring Member (“*Member’s Notice*”) stating (a) such Member’s bona fide intention to Transfer such Units (the Units proposed to be Transferred, the “*Offered Units*”); (b) the number and class of the Offered Units; (c) the name, profession, employer, address and relationship to the Member, if any, of each proposed transferee (the “*Proposed Transferee*”); and (d) the bona fide cash price or, in reasonable detail, other consideration, per Unit for which the Member proposes to Transfer or sell such Offered Units (the “*Offered Price*”) (and if such consideration consists in part or in whole of property other than cash, the Member will provide a good faith estimate of the fair market value of such non-cash consideration and such information, to the extent reasonably available to the Member, relating to such non-cash consideration as the Company or the Members may reasonably request in order to evaluate such non-cash consideration). Upon the request of the Company or the other Members the Member will promptly furnish such information to the Company and to the other Members as may be reasonably requested to establish that the offer and proposed Transfer are bona fide.

## **Section 8.2 Right of First Refusal.**

(a) Notwithstanding anything in this Article VIII to the contrary, with respect to any proposed Transfer of Offered Units by a Member other than pursuant to Sections 8.1(a)(ii)-(iii), 8.3, 8.4 or 8.5, the Company first, and the ROFR Rightholders second, shall have the right of first refusal to purchase all or part of the Offered Units, exercisable as set forth in Sections 8.2(b) and 8.2(c) hereof.

(b) The Company’s right of first refusal may be exercised as follows:

(i) The Company, by action of its Board (subject to Section 5.5), shall have the opportunity to purchase all or any part of the Offered Units.

(ii) If the Company desires to purchase all or any part of the Offered Units, the Company must, within the fifteen (15) day period (the “Company Refusal Period”) commencing on the date it receives the Member’s Notice, give written notice to the Member of the Company’s election to purchase the Offered Units. In the event that the Company elects not to purchase all of the Offered Units, the remaining Offered Units may be purchased by the ROFR Rightholders as set forth in Section 8.2(c) below.

(iii) On or prior to the expiration of the Company Refusal Period, the Company shall give written notice (the “*Company’s ROFR Notice*”) to the Member proposing to Transfer the Offered Units and the ROFR Rightholders specifying either (A) that all or a portion of the Offered Units will be purchased



by the Company pursuant to its exercise of its right of first refusal, or (B) that the Company is waiving its right to purchase any of the Offered Units.

(c) The right of first refusal of the ROFR Rightholders may be exercised as follows:

(i) In the event the Company does not purchase all of the Offered Units pursuant to its right of first refusal as provided above, the ROFR Rightholders shall have the opportunity to purchase each such ROFR Rightholders' pro rata share of the remaining Offered Units. For purposes of this Section 8.2(c), the pro rata share of each ROFR Rightholder shall be determined by dividing the number of Units held by such ROFR Rightholder by the total number of Units held by all ROFR Rightholders.

(ii) If any of the ROFR Rightholders desire to purchase the remaining Offered Units, such ROFR Rightholder must, within the fifteen (15) day period commencing on the later date of (A) such member's receipt of the Company's ROFR Notice or (B) the 15th day after the date of the Company's receipt of the Member's Notice, give written notice to the transferring Member and to the Company of the election by such ROFR Rightholder to purchase its pro rata share of the remaining Offered Units. If options to purchase the Offered Units have been exercised by the Company and the ROFR Rightholders with respect to some but not all of the Offered Units by the end of the exercise period specified in the first sentence of this Section 8.2(c)(ii), then the Company shall immediately send written notice (the "***Company Undersubscription Notice***") to those ROFR Rightholders who exercised their right to purchase their full pro rata amount of the Offered Units, and such ROFR Rightholders shall have the right to purchase their pro rata amount (determined by dividing the number of Units held by such fully-exercising ROFR Rightholder by the total number of Units held by all fully-exercising ROFR Rightholders) of such remaining Offered Units by providing written notice to the Company within ten (10) days after their receipt of the Company Undersubscription Notice. In the event there are two (2) or more fully-exercising ROFR Rightholders that choose to exercise their option for a total number of Offered Units in excess of the number available, the Offered Units available for purchase under this Section 8.2(c)(ii) shall be allocated to such fully-exercising ROFR Rightholders pro rata based on the number of Offered Units such fully-exercising ROFR Rightholders have elected to purchase pursuant to this Section 8.2(c)(ii) (without giving effect to any Offered Units that any such fully-exercising ROFR Rightholder has elected to purchase pursuant to the Company Undersubscription Notice).

(d) The purchase price for the Offered Units proposed to be purchased by the Company or the ROFR Rightholders exercising their right of first refusal under this Agreement will be the Offered Price, but will be payable as set forth in Section 8.2(e) hereof. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration will be determined in good faith by the Board, which

determination will be binding upon the Company, the ROFR Rightholders and the transferring Member absent fraud or manifest error.

(e) Payment of the purchase price for the Offered Units purchased by the Company or by a ROFR Rightholder exercising a right of first refusal will be made upon (A) the date specified in the Member Notice, or (B) by the forty-sixth (46th) day after the Company's receipt of the Member's Notice, whichever is later. Unless otherwise agreed to by the transferring Member, payment of the purchase price will be made by the exercising Company and/or the ROFR Rightholders (i) by check or wire transfer of same day, immediately available funds; (ii) by cancellation of all or a portion of any outstanding indebtedness of the transferring Member to the Company or the ROFR Rightholders, as applicable; or (iii) by any combination of the foregoing.

(f) If the Company or the ROFR Rightholders exercise their rights of first refusal to purchase the Offered Units, then, upon consummation of such purchase, the transferring Member will have no further rights as a holder of the Offered Units so purchased except the right to receive payment for the purchased Offered Units from the Company or the ROFR Rightholders in accordance with the terms of this Agreement, and the Member will forthwith cause all certificate(s), if any, evidencing such purchased Offered Units to be surrendered to the Company for transfer to the Company or to the ROFR Rightholders.

(g) If and to the extent that the Company or the ROFR Rightholders have not elected to purchase all or part of the Offered Units, then, subject to Section 8.1 and to the tag-along rights set forth in Section 8.3 below, the transferring Member may Transfer up to that portion of the Offered Units that the Company and the ROFR Rightholders have not elected to purchase to the Proposed Transferee(s), at the Offered Price or at a higher price, provided that such transfer (i) is consummated within ninety (90) days after the date of the Member's Notice, and (ii) is in accordance with all the terms of this Agreement. Any proposed Transfer on terms and conditions more favorable than those described in the Member's Notice, as well as any subsequent proposed Transfer of any of the Offered Units, shall again be subject to this Agreement and shall require full compliance by the Member with the procedures in this Agreement.

### **Section 8.3 Tag-Along Rights.**

(a) If, to the extent that neither the Company nor the ROFR Rightholders fully exercise their rights of first refusal pursuant to Section 8.2, the transferring Member desires to sell the remaining Offered Units pursuant to Section 8.2(g) above, such Member being a "***Selling Member***," then the Selling Member shall furnish to the Company and each other Member who is not a Selling Member or a Proposed Transferee (each, a "***Non-Selling Member***"), a written notice (the "***Tag-Along Notice***") of such proposed sale (the "***Proposed Transfer***").

(b) The Tag-Along Notice will include:

(i) the material terms and conditions of the Proposed Transfer, together with the fraction, expressed as a percentage, determined by dividing the number of Units to be purchased from the Selling Member by the total number of Units held by the Selling Member (the “**Tag-Along Sale Percentage**”); and

(ii) an invitation to each Non-Selling Member to make an offer (Non-Selling Members who elect to make an offer being “**Tagging Members**” and, together with the Selling Member, the “**Tag-Along Members**”) to include in the Proposed Transfer to the Proposed Transferee(s) Units held by such Tagging Members (not in any event to exceed the Tag-Along Sale Percentage of the total number of Units held by such Tagging Member). The Selling Member will deliver or cause to be delivered to each Tagging Member copies of all transaction documents relating to the Proposed Transfer as the same become available.

(c) Each Tagging Member must exercise the tag-along rights provided by this Section 8.3(c) within fifteen (15) days following delivery of the Tag-Along Notice by delivering a written notice (the “**Tag-Along Offer**”) to the Selling Member and the Company indicating its desire to exercise its rights and specifying the number and class of Units it desires to Transfer (not in any event to exceed the Tag-Along Sale Percentage of the total number of Units, as applicable, held by such Tagging Member). Each Tagging Member who does not make a Tag-Along Offer in compliance with the above requirements, including the time period, shall be deemed to have waived all of such Tagging Member’s rights with respect to such Proposed Transfer, and the Tag-Along Members shall thereafter, subject to Section 8.1, be free to Trade the Proposed Transferee, for the same form of consideration, at a price no greater than the price set forth in the Tag-Along Notice and on other terms and conditions which are not more favorable to the Tag-Along Members than those set forth in the Tag-Along Notice. In order to be entitled to exercise its rights to sell Units to the Proposed Transferee pursuant to this Section 8.3, each Tagging Member must agree to make to the Proposed Transferee the same representations, warranties, covenants, indemnities and other agreements as the Selling Member agrees to make in connection with the Proposed Transfer; provided, however, that (i) any representations, warranties, covenants, indemnities and other agreements shall be made severally and not jointly, and (ii) a Tagging Member shall not be obligated to enter into any non-competition or other post-closing covenant that restricts its activities in any way. Each Tag-Along Member will be responsible for its proportionate share of the costs of the Proposed Transfer based on the gross proceeds received or to be received in such Proposed Transfer to the extent not paid or reimbursed by the Proposed Transferee.

(d) The offer of each Tagging Member contained in such Tagging Member’s Tag-Along Offer shall be irrevocable and, to the extent such offer is accepted, such Tagging Member shall be bound and obligated to Transfer in the Proposed Transfer on the same terms and conditions (subject to Section 8.3(c)), with respect to each Unit, as the Selling Member, up to such number of Units as such Tagging Member shall have specified in its Tag-Along Offer; provided, however, that if the material terms of the Proposed Transfer change with the result that the price per Unit shall be less than the price set forth

in the Tag-Along Notice, the form of consideration shall be different or the other terms and conditions shall be less favorable to the Tag-Along Members than those set forth in the Tag-Along Notice, each Tagging Member shall be permitted to withdraw the offer contained in such Tagging Member's Tag-Along Offer by written notice to the Selling Member and upon such withdrawal shall be released from such Tagging Member's obligations.

(e) The Tag-Along Members have the right to sell to the Proposed Transferee pursuant to a Proposed Transfer any series or class of Unit owned by such Tag-Along Member, with appropriate adjustments to the purchase price.

(f) The Tag-Along Members shall be entitled to sell in the Proposed Transfer a number of Units calculated as follows:

(i) first, there shall be allocated to each Tag-Along Member a number of Units equal to the lesser of (A) the number of Units such Tag-Along Member has offered to sell in the Tag-Along Offer, and (B) the number of Units determined by multiplying (x) the number of Units subject to the Proposed Transfer, as applicable, by (y) a fraction (the "*Tag-Along Pro Rata Share*"), the numerator of which is the number of Units owned by such Tag-Along Member and the denominator of which is the total number of Units owned by the Selling Member and all Tag-Along Members; and

(ii) any remaining Units subject to the Tag-Along Offer shall be allocated to the Tag-Along Members that offered to sell in excess of their applicable Tag-Along Pro Rata Share, pro rata to such Tag-Along Members based upon such Tag-Along Members' relative applicable Tag-Along Pro Rata Shares, or as such Tag-Along Members may otherwise agree.

The Selling Member shall notify all Tagging Members and the Company of the results of this calculation within fifteen (15) days following receipt by the last Tagging Member of the Tag-Along Notice.

(g) If any Tagging Member exercises its rights under this Section 8.3, the closing of the purchase of the Units with respect to which such rights have been exercised shall take place concurrently with the closing of the sale of the Selling Member's Units to the Proposed Transferee, or else such purchase shall be considered a Prohibited Transfer (as defined in Section 8.4 below).

(h) If, prior to closing of the Proposed Transfer, the terms of the Proposed Transfer change with the result that the price to be paid in such Proposed Transfer will be greater than the price per Unit set forth in the Tag-Along Notice or the other principal terms of such Proposed Transfer shall be more favorable to the Tag-Along Members than those set forth in the Tag-Along Notice, the Tag-Along Notice shall be null and void, and it shall be necessary for a separate Tag-Along Notice to be furnished, and the terms and provisions of this Section 8.3 separately complied with, in order to consummate such

Proposed Transfer pursuant to this Section 8.3. In addition, if the Tag-Along Members have not completed the Proposed Transfer by the end of the ninetieth (90th) day after the date of delivery of the Tag-Along Notice, each Tagging Member shall be released from such Tagging Member's obligations under such Tagging Member's Tag-Along Offer, the Tag-Along Notice shall be null and void, and it shall be necessary for a separate Tag-Along Notice to be furnished, and the terms and provisions of this Section 8.3 separately complied with, in order to consummate such Proposed Transfer pursuant to this Section 8.3, unless the failure to complete such Proposed Transfer was due to the failure by any Tagging Member to comply with the terms of this Section 8.3.

**Section 8.4 Refusal to Transfer; Put Right.** If a Member Transfers any Units in contravention of the Tagging Members' tag-along rights under this Agreement (a "***Prohibited Transfer***"), or if the Proposed Transferee of Offered Units is unwilling to purchase any Units from the Tagging Members pursuant to Section 8.3 of this Agreement, a Tagging Member may, by delivery of written notice to the Selling Member (a "***Put Notice***") within fifteen (15) Business Days after the later of (i) the closing of the Prohibited Transfer, or (ii) the date on which the Tagging Members become aware of the Prohibited Transfer or the terms thereof, require the Selling Member to purchase from such Tagging Member for cash or such other consideration as the Selling Member received in the Prohibited Transfer or at the closing of the Prohibited Transfer that number of Units (of the same class, series or type as transferred in the Prohibited Transfer or at the closing of the Prohibited Transfer if such Tagging Member then owns Units of such class, series or type; otherwise of such class, series or type held by such Tagging Member) having a purchase price equal to the aggregate purchase price the Tagging Member would have received in the closing of such Prohibited Transfer if the Tagging Member had elected to exercise its tag-along rights with respect thereto or in the closing if the Proposed Transferee had been willing to purchase the Units of the Tagging Member. The closing of such sale to the Selling Member will occur within fifteen (15) Business Days after the date of delivery of the Put Notice to the Selling Member. Such Selling Member shall also reimburse each Tagging Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tagging Member's rights under Section 8.3.

**Section 8.5** Intentionally omitted

**ARTICLE IX.  
INTENTIONALLY OMITTED**

**ARTICLE X.  
DISSOLUTION, LIQUIDATION, AND TERMINATION**

**Section 10.1 Dissolution.** The Company will dissolve and its affairs will be wound up upon the first to occur of any of the following:

- (a) upon the approval of the Board (subject to Section 5.5); and
- (b) the entry of a decree of judicial dissolution or an administrative dissolution of the Company under the Act.

The death, resignation, withdrawal, bankruptcy, insolvency or expulsion of any Member will not dissolve the Company.

**Section 10.2 Liquidation and Termination.** Upon dissolution of the Company, the Chief Executive Officer, subject to the direction of the Board, shall:

- (a) promptly notify all Members of such dissolution;
- (b) wind up the affairs of the Company;
- (c) prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company; and
- (d) after paying or providing for the payment of all liabilities and obligations of the Company as described below, distribute the assets of the Company as provided by the terms of this Agreement.

**Section 10.3 Distribution of Assets.** Upon dissolution of the Company, the assets of the Company will be allocated as set forth below:

- (a) first, to pay all outstanding liabilities and expenses of the Company;
- (b) next, to establish such reserves for unknown or contingent liabilities as the Board may determine; and
- (c) lastly, any remaining balance will be distributed to the Members pursuant to Section 4.2(b). Such distributions will be made within the time periods prescribed by Treasury Regulations. Liquidating distributions may be made in cash or in kind or partly in each (which need not be distributed proportionately), as determined by the Board.

**Section 10.4 Waiver of Certain Rights.** Except as otherwise set forth herein, to the maximum extent permitted by applicable law, each Member irrevocably waives any right it may

have to maintain any action for dissolution of the Company, or to maintain any action for partition of the property of the Company.

**ARTICLE XI.  
LIMITATION OF LIABILITY, INDEMNIFICATION AND OTHER MATTERS**

**Section 11.1 Liabilities of the Company.** Except as otherwise provided by non-waivable provisions of the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or manager of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or managers for debts, obligations and liabilities of the Company.

**Section 11.2 No Duties.** To the extent that, at law or in equity, a Member or manager, in each case, in their capacity as such, has any duty (including any fiduciary duty) to the Company, a Member or any other Person that is party to or otherwise bound by this Agreement, all such duties are hereby eliminated, and each of the Company, Members and such other Persons hereby waives such duties (including any fiduciary duties), to the fullest extent permitted by the Act and all other applicable law. In addition, each of the Members and any other Person that is party to or otherwise bound by this Agreement acknowledges and agrees that (a) it shall not (and shall not assist any Person attempting to), directly or indirectly, derivatively or otherwise, make any claim with respect to or seek to enforce any duty (including any fiduciary duty) which any Person may have to any Subsidiary of the Company in their capacity as a director, manager, officer or equity holder of such Subsidiary and (b) the Company, acting directly or indirectly through its control of any Subsidiary, shall have the sole and exclusive right to make any such claim or seek any such enforcement.

**Section 11.3 Waiver of Liability.** No present or former Member or manager or officer of the Company or any of their respective Affiliates or any equity holder, partner, director, manager, officer, employees, agents or representatives of any of the foregoing shall be liable to the Company or any of its Subsidiaries or to any Member for any act or omission performed or omitted by such Member, manager or officer in their capacity as such; provided that (a) such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's fraud, bad faith, willful misconduct, gross negligence or knowing violation of law (in each case, as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected)) and (b) for the avoidance of doubt, such limitation of liability shall not apply with respect to any breaches of any representations, warranties or covenants by any such Person contained herein or in any other agreement with the Company, any of its Subsidiaries or Members. With respect to any action taken or decision or determination made by any manager, the Board (or any committee thereof) or any officer in their capacity as such, it shall be presumed that such manager, the Board (or such committee thereof) or such officer acted in good faith and in compliance with this Agreement and the Act, and any Person bringing, pleading or prosecuting any claim with respect to any action taken or decision or determination made by any manager, the Board (or any committee thereof) or any officer in their capacity as such shall have the burden of

overcoming such presumption by clear and convincing evidence; provided that, for the avoidance of doubt, this sentence shall not be deemed to increase or place any duty (including any fiduciary duty) on any manager, the Board (or any committee thereof) or any officer in their capacity.

#### **Section 11.4 Indemnification.**

(a) Generally. The Company hereby agrees to indemnify and hold harmless any Person (each an “*Indemnified Person*”) to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all proceedings, claims, actions, liabilities, losses, damages, costs or expenses (including reasonable attorney fees and expenses, judgments, fines, excise taxes or penalties) incurred or suffered by such Person by reason of the fact that such Person is or was a Member or is or was serving as a manager or officer of the Company; provided that (unless approved by majority vote of the entire Board, excluding from such vote any manager who is the Indemnified Person or an Affiliate thereof) (a) with respect to proceedings, claims or actions (i) initiated or brought voluntarily by or on behalf of such Indemnified Person and not by way of defense or (ii) brought against such Indemnified Person in response to a proceeding, claim or action initiated or brought voluntarily by or on behalf of such Indemnified Person against the Company or any of its Subsidiaries, (b) for any amounts paid in settlement of a claim effected without the prior written consent of the Company to such settlement, to the extent such proceedings, claims, actions, liabilities, losses, damages, costs or expenses arise from such Person’s fraud, bad faith, willful misconduct, gross negligence or knowing violation of law as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected) or (d) for the avoidance of doubt, with respect to any breaches of any representations, warranties or covenants by any such Person contained herein or in any other agreement with the Company or any of its Subsidiaries. Expenses, including reasonable attorneys’ fees and expenses, incurred by any such Indemnified Person in defending a proceeding may be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon approval of the Board (by majority vote of the entire Board, excluding from such vote any manager who is the Indemnified Person or an Affiliate thereof) and receipt of an undertaking by or on behalf of such Indemnified Person (in form and substance acceptable to the Board) to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. If this Section 11.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 11.4 to the fullest extent permitted by any applicable portion of this Section 11.4 that shall not have been invalidated.

(b) Employees and Agents. The Company, in the sole discretion of the Board, may indemnify and advance expenses to an employee or agent of the Company or any of its Subsidiaries to the same extent and subject to the same conditions under which it is obligated to indemnify and advance expenses to an Indemnified Person under Section



11.4(a).

**Section 11.5 Other Business Interests.**

(a) Notwithstanding anything to the contrary set forth herein, each Management Party shall present all business or investment opportunities to the Company of which any of the foregoing become aware which are, or may be, within the scope of the business or investment objectives of the Company and its Subsidiaries, any anticipated or potential extension or expansion thereof, or are otherwise competitive with or complimentary to the Company and its Subsidiaries, and no Management Party shall pursue or participate in any such opportunity without the prior written consent of the Company.

**Section 11.6 Non-Competition and Non-Solicitation.**

(i) Non-Competition. In light of each Manager's access to confidential and proprietary information of the Company and its Subsidiaries and position of trust and confidence with the Company and its Subsidiaries, each Management Party hereby agrees that, for so long as such Management Party holds any Units and for a period of two (2) years, running consecutively, after such Management Party ceases to hold any Units (the "Restricted Period"), such Management Party shall not (a) render services or give advice to, or affiliate with (as employee, partner, consultant or otherwise), or (b) directly or indirectly through one or more of any of its Affiliates, own, manage, operate, control or participate in the ownership, management, operation or control of, any Competitor or any division or business segment of any Competitor; provided, however, that nothing in this Section 11.6(a) shall prohibit any Management Party or any of its Affiliates from passively owning not more than one percent (1.0%) of any class of securities issued by an entity which is subject to the reporting requirements of the Exchange Act or which is traded over the counter. For purposes of this Section 11.6(a), "Competitor" means any other Person engaged, directly or indirectly, in whole or in part, in (i) the same or similar business as the Company or its Affiliates or Subsidiaries, including providing management, business, marketing or other support services to any business performing the same or similar services within the State of Alabama or any or other state or jurisdiction in which the Company or any of its Affiliates or Subsidiaries operates or has taken affirmative steps to operate and/or (ii) or otherwise competing with Employer, in each case anywhere within a twenty (20) mile radius extending in each direction from any office of the Company.

(b) Non-Solicitation. In light of each Member's access to confidential and proprietary information of the Company and its Subsidiaries and position of trust and confidence with the Company and its Subsidiaries, each Management Party further agrees that, during the Restricted Period, it shall not, directly or indirectly through one or more of any of its Affiliates, (i) hire or solicit, or encourage any other Person to hire or solicit, any individual who has been employed or engaged by the Company or any Subsidiary within one (1) year prior to the date of such hiring or solicitation, or encourage any such individual to leave such employment or (ii) solicit or entice, or attempt to solicit or entice, any clients, customers or suppliers of the Company or any Subsidiary for purposes of diverting their business or services from the Company or any Subsidiary.

(c) Acknowledgement; Blue Pencil. Each Management Party acknowledges that (i) the covenants not to solicit or compete set forth in this Section 11.6 are a fundamental element of the award or issuance to a Management Party of its Units and that such award or issuance would not have been consummated in the absence of such covenants and (ii) the covenants and time, activity and other limitations set forth in this Section 11.6 are commercially reasonable and do not impose a restraint that is greater than the restraint necessary to protect the legitimate protectable interests of the Company and its Subsidiaries and to preserve and protect the goodwill, trade secrets and other confidential and proprietary information of the Company and its Subsidiaries. If any provision of this Section 11.6 is held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable under any present or future applicable law, such provision will be fully severable, and such arbitrator or court is expressly empowered to reform such provision and such provision shall be deemed reformed, to the maximum time, geographic, scope or other limitations permitted by applicable law. Upon such a determination, the parties shall negotiate in good faith to modify this Section 11.6 so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the restrictive covenants set forth in this Section 11.6 be enforced as originally contemplated to the fullest extent possible. Each of the Management Parties agrees that such Management Party shall not assert that any of the time, scope and/or geographic coverage applicable to any of the provisions of this Section 11.6 is unreasonable in any action, claim or proceeding (including as a defense), regardless of who initiates such action, claim or proceeding.

**Section 11.7 Effect on Other Agreements**. This Article XI shall not in any way affect, limit or modify any Management Party's liabilities, obligations, duties or responsibilities in their capacity as a director, manager, officer or employee of the Company or any Subsidiary or under any employment agreement, retention agreement, consulting agreement, confidentiality agreement, noncompete agreement, nonsolicit agreement, senior management agreement or any other Separate Agreement or other agreement with respect to the provision of services to the Company and/or any of its Subsidiaries, or any Acquisition Agreement, all of which shall apply in addition to (and not in lieu of or with substitution for) this Article XI.

## **ARTICLE XII. GENERAL PROVISIONS**

**Section 12.1 Notices.** Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as noted below or as set forth on Exhibit A, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 12.1:

(a) if to the Company, to Mike Bruce **OUR MONTGOMERY LOCATION**, Attention: President, Email: [mbruce@alabamaalways.com](mailto:mbruce@alabamaalways.com), with a copy (which shall not constitute notice) to Rushton, Stakely, Johnston & Garrett, P.A., 184 Commerce St., Montgomery, Alabama 36101, Attention: Royal C. Dumas, Email: [rcd@rushtonstakely.com](mailto:rcd@rushtonstakely.com). The Managers may from time to time change the name and email of the persons at the Company or the law firm to receive notices without amending this Operating Agreement of the Company.

(b) if to any other Member, at the address of such Member set forth in Exhibit A.

### **Section 12.2 Power of Attorney; Appointment of Attorney-in-Fact.**

(a) Each Member hereby irrevocably makes, constitutes, and appoints the Chief Executive Officer of the Company, with full power of substitution and resubstitution, as such Member's true and lawful attorney-in-fact for such Member and in such Member's name, place, and stead and for such Member's use and benefit to sign, execute, certify, acknowledge, swear to, file, and record (i) any amendments to this Agreement that are not required to be approved by the Members pursuant to Sections 12.5(b) and 12.5(c) hereof; (ii) any transfer documents or other documents required to effectuate any purchase and sale of Units pursuant to the terms of Article VIII hereof; (iii) any Corporate Successor Stockholders Agreement required to be executed by the Members following a Corporate Conversion pursuant to Section 7.6 hereof; (iv) the valid exercise by the Board or the officers of the Company of any powers granted under this Agreement; (v) the election of the Board, designated as provided in Section 5.1(c); and (vi) any certificates, instruments, or documents as may be required by the laws of the State of Delaware or any other jurisdiction in which the Company is qualified to do business.

(b) The power of attorney granted pursuant to Section 12.2(a) of this Agreement:

(i) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, insanity or incapacity of the granting

Member;

(ii) may be exercised by such attorney-in-fact for each Member by listing all of the Members executing any agreement, certificate, instrument or document with the single signature of such attorney-in-fact as attorney-in-fact for all of them; and

(iii) shall survive the delivery of a purported assignment by a Member of the whole or a portion of such Member's Units, except that where the purchaser, transferee or assignee thereof is to be admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

**Section 12.3 Entire Agreement.** This Agreement together with any Equity Agreements supersedes all prior agreements (including the Prior Agreement), whether written or oral, between the Company and the Members with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

**Section 12.4 Waiver.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

**Section 12.5 Amendment or Modification; Termination.**

(a) Subject to Sections 5.5, 12.5(b) and 12.5(d), this Agreement and the Certificate may be amended, waived or modified from time to time only upon the written approval of the Board and the approval of Members holding at least a majority of the total outstanding Units (excluding Class P Common Units).

(b) Notwithstanding anything contained in Section 12.5 or any other provision of this Agreement to the contrary, (1) no Member approval is required for any amendment made by the Board to Exhibit A in accordance with Sections 3.1 or 3.11, and (2) the Board may, without any Member action, approve any amendment to the Certificate or this Agreement:

(i) to reflect any change in the registered office or registered agent of the Company;

(ii) that is of an inconsequential nature and does not adversely affect the Members; and

(iii) that is required by this Agreement.

(c) Any amendment, waiver or modification effected in accordance with Section 12.5(a)-(b) above shall be binding upon the Company, the Members and all of their respective successors and permitted assigns whether or not such party, assignee or other Person entered into or approved such amendment, modification, termination or waiver.

(d) Notwithstanding anything contained in Section 12.5 or any other provision of this Agreement to the contrary, (i) the consent of the holders of Class A Common Units shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to the Class A, (ii) the consent of the holders of Class B shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to the Class B, and (iii) any Member may waive any provision solely with respect to such Member or holder of Units without the consent or approval of any other Members.

**Section 12.6 Binding Effect.** Subject to the restrictions on Transfers set forth in this Agreement, this Agreement will apply to, and be binding in all respects upon, and inure to the benefit of the permitted successors and assigns of the Company (including any Corporate Successor) and the Members.

**Section 12.7 Governing Law; Waiver of Jury Trial.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH OF THE PARTIES HERETO (INCLUDING EACH MEMBER) IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS, HIS OR HER OBLIGATIONS HEREUNDER.

**Section 12.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**Section 12.9 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will

remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they will take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, will amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

**Section 12.10 Construction.** The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the context requires. The language used in the Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Agreement.

**Section 12.11 [Intentionally Omitted.]**

**Section 12.12 Confidentiality.**

(a) Each Member and such Member's Affiliates and representatives will hold in confidence, and not use to the detriment of the Company (or for any other purpose except on behalf of the Company), and will cause its representatives and Affiliates to hold in confidence, and not use to the detriment of the Company (or for any other purpose except on behalf of the Company), any confidential or proprietary information it receives regarding the Company (whether relating to the Company or provided to the Company by or relating to a third party subject to the terms of a confidentiality, non-disclosure or similar agreement or with the reasonable expectation that such information would be treated as confidential or proprietary information). Failure to mark information as confidential or proprietary will not adversely affect its status as confidential or proprietary information. The obligations of the Members hereunder will not apply to the extent that they can demonstrate (i) any such information was already known to any such Member on a non-confidential basis or such information becomes publicly available through no fault of such Member, or (ii) the disclosure of such information is required by applicable law; provided, however, that prior to disclosing such confidential information, a Member must notify the Company reasonably in advance, which notice will include the basis upon which such Member believes the information is required to be disclosed.

(b) Each Member acknowledges and agrees that a breach by such Member of Section 12.12(a) cannot be reasonably or adequately compensated in damages in an action at law, and that the Company will be entitled to, among other remedies, and without posting any bond or other undertaking, injunctive relief, which may include, but will not be limited to, the following: (i) restraining such Member from engaging in any action that would constitute or cause a breach or violation of this Agreement, (ii) obtaining specific performance to compel such Member to perform such Member's obligations and covenants hereunder, and (iii) obtaining damages available either at law or in equity.

(c) In the event of the withdrawal of any Member, for any reason whatsoever,

the confidentiality obligations and other restrictions on such Member's use of all such information herein described will continue in effect, and such Member will immediately return to the Company all documents, records, financial data, and the like, and all copies thereof, which such Member might have obtained from the Company to the extent permitted by law.

**Section 12.13 Remedies.** All parties, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of their rights under this Agreement. Each party hereto agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate. In addition, the rights of each party set forth in this Agreement shall be in addition to, and not in lieu of, any other rights that such party may have in any capacity. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

**Section 12.14 Provisions for the Benefit of Lenders.** Notwithstanding anything herein to the contrary, nothing in this Agreement shall affect, limit or impair the rights and remedies of Lenders or any of their respective Affiliates in their respective capacities as lenders (or as agent for the lenders) to the Company or any of its Subsidiaries pursuant to any agreement under which the Company or any of its Subsidiaries has borrowed money.

Without limiting the generality of the foregoing, Lenders and their respective applicable Affiliates in exercising their respective rights as a lender (or agent), including making decisions whether to foreclose on any collateral security, will have no duty to consider (a) their respective Affiliates' status as a direct or indirect equity holder of the Company or any of its Subsidiaries, (b) the best interests of the Company or any of its Subsidiaries or (c) any duty their respective Affiliates may have to any other direct or indirect equity holder of the Company or any of its Subsidiaries, except as may be required under the applicable loan documents or by applicable law (including commercial law applicable to creditors generally).

**Section 12.15 Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties to this Agreement and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement; provided that the Indemnified Persons and the Related Funds of Members shall be express third party beneficiaries of Sections 11.4(a) and 11.4(c), as applicable, entitled to enforce such provisions directly (together with any other provision hereof necessary for such enforcement).

**Section 12.16 [intentionally omitted]**

**Section 12.17 Advisory Agreement.** Each Member acknowledges and approves the entering into and performance by the Company and its Subsidiaries under the Advisory Agreement.

**Section 12.18 Survival. Sections** 2.6, 3.5 and 6.8, as well as Articles XI and XII, shall survive and continue in full force in accordance with their respective terms notwithstanding any termination of this Agreement or the dissolution of the Company.

**Signature Pages Follow**



**IN WITNESS WHEREOF**, this Agreement has been executed by the Members of the Company as of the Effective Date.

**MEMBERS**

---

(Signature)

---

Michael Bruce, Alabama Always LLC

---

(Signature)

---

(Printed Name)

**Exhibit A**  
**Members and Units**

| <b>Class A Shareholders</b>                                | <b>Number of Shares</b> |
|--|-------------------------|
| Stephen Akers  | 1,720.5                 |
| Michael D. Bruce   | 1,720.5                 |
| James Eaton  | 15,000                  |
| Linda Gentry   | 25,322.5                |
| Jon Marshall   | 13,763.5                |
| Joseph Robert Scherzinger                                  | 1,720.5                 |
| Teague & Moore LLC - Johnny Moore & Teague II John Allison | 1,032                   |
| Terra Blue Investment Holdings, LLC - Alexa Blue           | 1,720.5                 |
| Robert Tornello  | 10,000                  |
| <b>Total Class A</b>                                       | <b>72,000</b>           |

| <b>Class B Shareholders</b>  | <b>Number of Shares</b> |
|--|-------------------------|
| Judith Akers   | 425                     |
| AEE Investments LLC - Matt Brandman & Hunter Collins   | 850                     |
| Apogee Ventures LLC - Daniel Boyd & Lynn Boyd  | 425                     |
| Taylor Biehl   | 425                     |
| Carl Edward Boardwine  | 850                     |
| Black Light, LLC - Kindaka Sanders   | 1,015.5                 |
| Boss Investments LLC - Jason Hendrix   | 4,292                   |
| CDXX, LLC - Shannon Millican   | 2,613.5                 |
| County Road 22, LLC - Richard Lindsey, Richard J. Lindsey, Jr.,<br>Nicholas Randall McMichen, Judson Brent Tidwell | 850                     |
| Larry Darby  | 1,062.5                 |
| James F. Dixon III   | 4,568                   |
| Robert Scott Dooley  | 425                     |
| James H. Helms Jr.   | 425                     |
| JM Mitchell Enterprises LLC - Dr. James Mitchell   | 425                     |
| Ben McNeil   | 1,062                   |
| Larry Morris   | 425                     |
| Performance Plus LLC - Patrick Steven Browning & Jimmy Holley  | 425                     |
| Rock Enterprises LLC - Henry Sanders   | 4,249.5                 |
| Ronald C Rowell  | 425                     |
| William Milton Smith   | 425                     |
| Solon Strategies LLC - Sharon Wheeler  | 1,062                   |
| Jerry Spencer  | 212.5                   |
| Blitz Welch  | 425                     |
| Jody Wesley  | 637.5                   |
| <b>Total Class B</b>   | <b>28,000</b>           |

# Exhibit 12 – Business License and Authorization of Local Authorities

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

1A206EB8214B461...

**Signature of Verifying Individual**

**Verification Date**

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 12 – Business License and Authorization of Local Authorities.**

**• 12.1 – As applicable, certified copies of the Applicant’s business license.**

The Applicant has applied for and received an Alabama State Business license. The applicant has received a business/occupation license from the City of Montgomery to occupy the space for corporate business. Additional licenses will be obtained by the Company upon approval as a licensed Integrated Facility.

**• 12.2 – As applicable, resolution(s) or ordinance(s) by local jurisdiction(s)**

The Applicant intends to conduct its retail business in the following jurisdictions.

- City of Montgomery
- City of Gadsden
- City of Tuscaloosa
- City of Mobile
- City of Birmingham

Resolutions or ordinances are provided for each jurisdiction.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$200.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located. If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a \$30 fee will be charged.

**This form must be typed.**

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. (You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply):

Alabama Always, LLC

- 2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

- 3. The name of the Registered Agent (only one agent): Mike Bruce

Street (No PO Boxes) address of Registered Office (must be located in Alabama): 246 Blue Creek Circle

Dadeville, Alabama 36853


\*COUNTY of above address: Tallapoosa

Mailing address in Alabama of Registered Office (if different from street address): Same

- 4. The undersigned certify that there is at least one member of the limited liability company.

This form was prepared by: (type name and full address)

Thomas Kelly  
The Kelly Law Firm, PC  
PO Box 605  
Clayton, AL 36016

RECEIVED DATE  
JUN 08 2021 

SECRETARY OF STATE  
OF ALABAMA

(For SOS Office Use Only)

Alabama  
Sec. Of State

New Entity  
866-381 DLL  
Date 6/08/2021  
Time 13:56  
210608 3 Pg  
Tallapoosa County

File \$100.00  
County \$100.00  
Total \$200.00  
03/046

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

5. Check only if the type applies to the Limited Liability Company being formed:

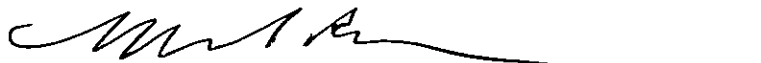
- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 06 /08 /21 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 1:00  AM or  PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

06 1031 2021  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5A-2.04

Mike Bruce  
Typed Name of Above Signature

Manager  
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

\*County of Registered Agent is requested in order to determine distribution of County filing fees

John H. Merrill  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**Alabama Always, LLC**

This name reservation is for the exclusive use of Mike Bruce, 246 Blue Creek Circle, Dadeville, AL 36853 for a period of one year beginning June 02, 2021 and expiring June 02, 2022

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**



RES955578

June 02, 2021

Date

John H. Merrill

Secretary of State



Betty P. Beville  
Director of Finance


**Steven L. Reed**  
**Mayor**

Montgomery City Council Members  
Charles W. Jirright - President    Brantley W. Lyons    Glen O. Pruitt, Jr  
C.C. Calhoun – President Pro Tem    Audrey Graham    Oronde K. Mitchell  
Clay McInnis    Marche Johnson    Ed Grimes

*City of* **Montgomery**, Alabama

## MEMORANDUM

**TO:** Alabama Medical Cannabis Dispensary/  
Integrated Facility Applicant

**FROM:** Betty P. Beville   
Director of Finance

Faye Comer  
Revenue Manager

**DATE:** December 17, 2022

**RE:** Restrictions Imposed Upon City of Montgomery Medical Cannabis Commission  
Dispensary/ Integrated Facility Business License

One of the City of Montgomery's purposes for licensing businesses within its corporate city limits is to manifest its mandate to protect the public, provide for the safety, preserve health, promote prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the city and others transacting business with the city's business licensees. In consideration of this fact, along with the provision found in the Code of Ordinance, Chapter 16 §16-73(8) regarding regulated businesses, the city can only issue a business license for the activities of a Cannabis Dispensary/Integrated Facility when an Alabama Medical Cannabis Commission (AMCC) regulatory license/ certification has been awarded and issued to applicants.

However, we are currently issuing business licenses to the local Alabama Medical Cannabis Commission's cannabis dispensary/integrated facility applicants for their **business/corporate offices only**. After the said applicant has procured and submitted to the City of Montgomery Revenue Division, a Certificate of Occupancy (which will be issued by the City of Montgomery Inspections Department), the business license application packet, will be processed by the City of Montgomery Revenue Division.

Once an applicant receives the required state-regulated licensure to operate such facilities and/or other regulated cannabis-related businesses, the City of Montgomery Revenue Division will upgrade certified license activities accordingly. Please note, applicants will be required to pay the City of Montgomery additional fees for the certified activity upgrades.



**ORDINANCE NO. 63-2021**

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY  
WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates dispensary operation, (See, §§20-2A-50 – 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 7<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
STEVEN L. REED, MAYOR

ATTEST:

  
\_\_\_\_\_  
BRENDA GALE BLALOCK, CITY CLERK

ORDINANCE NO. O-37-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS  
DISPENSARY WITHIN THE CORPORATE LIMITS OF  
THE CITY OF GADSDEN, ALABAMA**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the "Act"); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

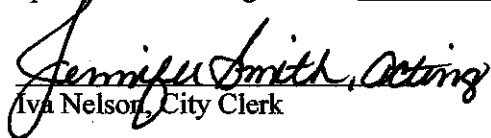
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.

  
Iva Nelson, City Clerk

APPROVED on October 11, 2022

  
Sherman Guyton, Mayor

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SBH/cr  
Requested: Admin Committee Date: 8/16/22  
Council Presentation on: 8/23/22  
Suspension of Rules: No

ORDINANCE NO. 9259

AN ORDINANCE AUTHORIZING THE OPERATION OF  
MEDICAL CANNABIS DISPENSING SITES  
(A22-0798)

WHEREAS, in 2021 legislative session the Alabama legislator passed Act No. 21-450 legalizing and creating a regulatory framework for medical cannabis and,

WHEREAS, the Alabama legislator made a number of findings of fact including:

“Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions.”

“There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state.”

“Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments,”; and

WHEREAS, this act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Tuscaloosa, thus increasing revenue; and

WHEREAS, the City of Tuscaloosa wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Tuscaloosa to assure its citizens can benefit from the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that, in accordance with Alabama Code § 20-2A-51 a holder of a license granted by the State of

Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Tuscaloosa subject to the provisions of Act 21-450 and any relevant provisions of the code of the City of Tuscaloosa.

NOW, THEREFORE, BE IT FURTHER ORDAINED, any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this ordinance shall be deposited to the public safety fund. The funds collected shall not be comingled with other funds of the city.


FUNDING REQUIRED:  Yes  No


COUNCIL ACTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

Chief Financial Officer

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 8/30/22  
(Ty/H)  
(C, B-NO)  
  
City Clerk

Introduced (L-Absent)  
8/23/2022  
intro: (Ty/H - Y ; C-NO)  
unanimous: FAILED  
  
City Clerk

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

I, Brandy P. Johnson, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the attached is a full, true, and correct copy of Ordinance No. 9259 duly adopted by the City Council of Tuscaloosa at a regular meeting of said Council held on the 30<sup>th</sup> day of August, 2022, as the same appears and remains of record in the record book in the Office of City Clerk wherein are recorded the Minutes of Proceedings of said Council.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of said City of Tuscaloosa this the 31<sup>st</sup> day of August, 2022.



  
\_\_\_\_\_  
Brandy P. Johnson, City Clerk

**01-062**

**2022**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS  
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,  
ALABAMA**

---

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

**Section 1. Definitions of Capitalized Terms.**

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) **Dispensary**;

(ii) **Dispensing Site**;

(iii) **Integrated Facility**;

(iv) **Medical Cannabis**.

**Section 2. Findings and Determinations**

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

### **Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites**

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

### **Section 4. Notification of the Commission**

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

### **Section 5. General.**

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: **DEC 13 2022**

A handwritten signature in blue ink, appearing to read "Lisa Lambert", written over a horizontal line.

City Clerk



RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality’s corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham’s economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City’s flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1.**

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission’s strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley “Ato” Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

**SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.

Adopted by the Council October 4, 2022 and Approved by the Mayor October 6, 2022



**A CERTIFIED COPY**  
Lee Frazier, City Clerk  
Birmingham, Al  
*Lee Frazier*

# Exhibit 13 – Business Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
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12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 13 – Business Plan**

- **13.1 – A clearly defined business structure and plan for adherence to applicable corporate conventions.**

The Applicant, a Limited Liability Corporation, is a single entity whose Membership Units are owned by individuals, or business entities owned by individuals identified in this Application. The Company has officers and executives appointed by a 7 Member Board of Directors who are elected by the Members of the LLC.

The owners group has entered into an Operating Agreement. The agreement states that until approval from the Alabama Medical Cannabis Commission Company decisions will be made by the Chairman of the Board of Directors and the Interim Manager appointed by the Members. The Chief Executive Officer and Chief Operating Officer have employment contracts that begin in June of 2023.

1)The Board has appointed senior executives for the Company who will direct the day to day business of the Company. The Operating Agreement clearly delineates the authority of the CEO, limiting his or her authority to certain actions and decisions regarding hiring of key employees, limits on dollar amounts of contracts approved by the CEO, and other matters set forth in the Operating Agreement.

2)The Board has approved a Policies and Procedures Manual for the Company which must be followed by the Company's employees.

3)The Board has approved and adopted an Employee Manual that all Employees must become familiar with and follow at all times. Employees must certify in writing that they have read and understand the Employee Manual, and state that they intend to follow the directives of the Manual while employed by the Company. Employees must follow policies and procedures enacted by the Board which prohibit harassment, including sexual harassment, in the workplace.

5) The Board must approve an annual operating budget detailing all the expenses of the Company anticipated for the following 12 months. The CEO has limited authority to change the Budget without Board approval and is not authorized to spend Company funds on items not included in the approved Budget. Details of this Budget will include complete lists of authorized positions and the salaries authorized for those positions. The CEO and Finance Manager or CFO may present Amendments to the Board for approval if they feel the Company should spend funds on items or employees not previously authorized in the Budget.

6). The Company will employ a Finance Manager initially to manage finances of the Company, including paying all the expenses of the Company, including salaries of the employees, collecting and remitting all applicable taxes, paying local property taxes, payroll taxes and employee benefits, paying for any other items as authorized by the Board and will keep the accounting records of the Company. As the business grows the Board will employ a Chief Financial Officer.

7) The Board has retained an outside accounting firm, DLHC CPAs & Advisors of Birmingham, to perform accounting services including assisting with records keeping, accounting for sales and earnings, the preparation of tax returns and payment of state and Federal taxes, audits, compliance with state financial regulations for cannabis, and other matters.

8) The Board will employ a Compliance Training Manager upon commencement of operations. The Compliance Training Manager is a key member of the organization, responsible for creating training materials and developing protocols to assure adhere to all local, federal and state

• **13.2 – Clearly defined business goals, including a 3-year and a 5-year plan.**

Our Company's **business goals** for the first 3 years of our operations can be summarized as follows: to use the significant capital and highly experienced team we have assembled to begin cultivation immediately at our greenhouse and to begin offering high quality medical

cannabis products in all five of our dispensary sites as soon as possible; to offer our products through independent dispensary partners to help meet market demand; to purchase, process and sell cannabis from independent growers across Alabama to meet market demand and to increase agricultural business opportunities across the state; to grow, process and produce medical cannabis products at the lowest cost we can in order to minimize costs to patients and increase access to health care products; to reach out to every segment of Alabama's population considering the racial and economic makeup of the state to make products available and affordable; to offer counseling and education on the use of our medical products to all of our patients; to recruit and retain a high quality workforce across Alabama, bringing quality jobs to Alabama communities

Beyond the first 3 years we would add the following **business goals** for years four and five for our 5 year plan: to fully utilize our license authorization by reinvesting our earnings into increased production of cannabis and the build out of an additional five to ten dispensaries and grow operations in areas that are underserved in Alabama, based on the growth of the number of patients in the Alabama Patient Registry; to seek approval from the Commission and the Legislature for at home and mobile delivery options in order to deliver products at a lower cost to patients in rural areas across all economic and racial categories; to focus our efforts in years four and five on improving access to this health care option across the entire range of patients in the Alabama Patient Registry.

The Company operating plan implements these 3 and 5 year **business goals** in phases covering our first 5 years. **Phases I through IV** offer a roadmap for the Company to provide access to cannabis derivatives for medical use across the State of Alabama while using best in class practices across all our operations to provide the highest quality products and services to Alabama communities. Our core Company values are processes that are scientifically sound, fully compliant with Alabama law and regulations and fiscally responsible.

**Phase I** runs from the granting of an Integrated Facilities License by the Commission in July of '23 until the end of June, '24.

**DISPENSARIES:** Our first dispensary opens in Montgomery in December of '23 in a former bank branch we have already built out and furnished. We hope it will be the first dispensary legally offering cannabis products in Alabama. That unit should gross 80% of anticipated sales in four months. The other four dispensaries will be under construction in the first half of Phase I in the last six months of '23. Two additional dispensaries in Gadsden and Tuscaloosa will open in January '23 and the other two dispensaries in Mobile and Birmingham will open in February of '23. All five dispensaries will be open and serving clients by March of '23, serving patients at least 5 days a week initially.

Our income projections build slowly in Phase I with 50% of anticipated sales being our goal across all five stores by the end of June '23. This would allow us to meet the Phase I goals by the end of the second quarter in our first full year of operations.

Since the Montgomery retail location is built and fully equipped, no more than 90 days post-licensure the Company will do a "soft opening" in Montgomery to introduce proposed product offerings to patients who already have their medical cannabis cards. Although products will not be available for sale during this "soft opening" period, it will be an opportunity for patients to visit their first cannabis store and familiarize themselves with the products that will be offered and get information approved by the Alabama Medical Cannabis Commission on how the process will work between the patient, their doctor and our dispensary, including how much product their doctor and the law will allow them to purchase. We will include specific information, approved by the Alabama Medical Cannabis Commission on the difference in the Company's proposed products and on various payment methods. This will include how to download and use the "CanPay" payment app on their smartphones in order to avoid using cash and how to use Valley Bank's direct payment process as alternatives to cash payments.

**GREENHOUSE AND PROCESSING:** Our Hunter Loop Road facility will be ready to begin cultivation within 30 days of receiving a license and approval to operate because we will have spent approximately \$3.8 million dollars buying and equipping our cannabis greenhouse just west of Montgomery by July of '23. This will allow us to cultivate cannabis



plants, process the plants, extract the oil and fabricate finished products for delivery to our dispensaries from that 16 acre greenhouse facility. Our production schedule will allow for the completion of finished products within 120 days of licensure. This would allow the Company to have finished medical cannabis products for sale in our first store in Montgomery before the end of 2023.

MARKET FOCUS: During Phase I the Company is ramping up to serve 18% of the projected number of patients during the first two years. This includes opening all five retail units in early '23. The retail locations were strategically chosen to meet the goal of reaching as many Alabama patients as possible. The Montgomery store is currently leased and is occupied by the Company as our office until the Licenses are awarded. Lease/Option agreements have been entered into for retail locations in Birmingham, Gadsden, Tuscaloosa, and Mobile. We have already identified another five sites that we could build out and open as dispensaries if the Commission granted us additional dispensaries.

In this phase, the Company is relying upon its marketing strategy to put our brand front and center in the minds of Alabamians who are treating complex conditions. The Company will rely heavily on its CEO and retail managers to implement its marketing efforts in Phase I. The Company's processes will produce high quality products that patients with debilitating symptoms will recognize as providing more relief. The Company commitment to best practices will drive our ability to maintain our market share and expand the demand for our brands.

The Company has aligned its cultivation schedule, budget and marketing strategy based upon the goal of serving at least 18% of the patients in the program. In Phase I the company estimates producing double the number of products needed to serve 18% of the market.

In accordance with the company's emergency management plan, we have adopted a policy to maintain a supply of inventory sufficient to supply all our retail units for two months. Once our strategic reserves are met, we anticipate generating enough cannabis flower to have wholesale contracts. We anticipate revenue from our sale of clones to other licensed

cultivators, wholesale distribution of our unique cultivars to processors, and revenue from the sale of our branded products by other licensed retail dispensaries.

We've identified several threats to our Phase I timeline. The Company projections are based upon the adoption rate by patients in states similar to Alabama. We looked at southern states, Arkansas and Florida in particular. While Florida is grossly larger, both states saw 1% of the population enroll in the program by the end of the first full year after the opening of dispensaries. Delays in adoption of the program by doctors will have a major impact on the timeline for Phase I.

In order to meet Alabama statutory requirements all products must be tested by a laboratory licensed under AMCC Rule 538-10-x.. Should there be too few licensed State Testing Laboratories the production schedule may be delayed. Should no licensed State Testing Lab be operational at the time of the Company's first harvest, the Company will seek approval from the AMCC to proceed to market based on compliance with state standards as assessed by our internal QA/QC analytical chemistry and microbial detection using validated methods.

| Milestones  | Description  | Needs  | Assumptions  |
|---|--|--|--|
| Propagate Cultivation Facility                                      | Ensure that we have a supply of strong mother stock for propagation. | Procurement of seed and cuttings per company SOPs. | Licensure by the Alabama Medical Cannabis Commission as an integrated facility.      |
| Meet GAP, cGMP Parts 210 and 211 qualifications and FOCUS standards | Confirm through audit of processes that standards are being met.     | Third Party audit of internal processes.           | All SOPs will reflect a knowledge of GAP, cGMP Parts 210 and 211 and demonstrate the |

|  |   |   |   |
|--|---|---|---|
|  |   |   | same.   |
| Business/<br>Occupational license                              | Obtain Business and occupational licenses for all retail outlets  | Approved plans, smooth construction process                             | All inspections will go smoothly  |
| Five Retail Units open   | Store openings to begin statewide coverage.   | Sufficient inventory and strategic reserves.                            | State Testing Labs will be available for required testing.                          |
| Reach 100,000 with known conditions covered under Alabama law. | Involve all targeted communities, urban and rural, taking into consideration the racial and economic makeup of the state. | Approval by the AMCC of all the Company's proposed marketing materials. | Buy in from patient support groups and foundations associated with patient support. |
| Retail Units meet sales goals                                  | One retail unit at 80% all units at 25%   | Word of mouth and community engagement plans.                           | Physicians will be available to meet the patient demand.                            |

**Phase II** is complete when all five corporate stores are functioning at more than 60% of anticipated retail sales and the wholesale revenue streams are at 45% of anticipated sales. The strategic reserve is adequate to provide coverage for up to five more corporate retail stores while serving our wholesale partners.. The company projects achieving our Phase II milestones by the end of our third full year post licensure.

In this phase, the Company. is adding employees across at the greenhouse operation and in all our retail stores. In Phase 1, two of the Company retail sites Gadsden and Birmingham shared a manager. In Phase II, we will employ a full-time manager for each retail location. Additionally, we will be adding retail personnel in order to meet the growing patient population.

During this phase, the Company will increase our community outreach in order to reach and then maintain our goal of serving 18% of the patient population as new patients enter the program. We will increase our CEO’s public facing opportunities. The Company’s rigorous production standards, solventless extractions, and organic growing techniques will deliver superior results for patients with complex disorders. Our outreach to caregivers and patient support groups will focus on educating these stakeholders on the difference pure products will have on patients.

Phase II is dependent upon the adoption of the program by qualified patients and recommending physicians.

| Milestones   | Description  | Needs   | Assumptions  |
|--|--|---|--|
| Fully staffed across all silos                           | Personnel are all trained in job duties.   | Competitive job package.  | Company will be seeing a quarter over quarter profit.  |
| Meet and exceed production goals.                        | Cultivation and processing at full capacity.   | Supply chain and resource management.                                   | There will be no significant crop failures.  |
| Increase in market share through wholesale distribution. | Excess products and flower for processing will be sold wholesale to other license holders. | Consistent production in quantities that maintain our strategic review. | Patients will respond to our unique cultivars, high quality inputs, and simple preparations. |

**Phase III** is complete when all five retail stores are meeting their year-over-year adjusted sales goals, strong sales of branded products across all channels, and strategic reserves of cannabis products are adequate to expand statewide coverage with additional retail units.

In Phase III the Company has sufficient cultivation and manufacturing capacity to meet the needs of the growing patient population, supply our existing wholesale partners, and maintain our strategic reserves of product. In order to meet the criteria for Phase III the

Company must have cash on hand projected to be sufficient to support expanding our statewide footprint.

We will expand the areas we serve through home delivery options if they are authorized by the Commission and the Legislature while seeking approval from the Alabama Medical Cannabis Commission for the opening of five additional stores as part of Phase IV of our strategic plan. We will increase our delivery fleet and employ additional drivers to manage routes in Phase III.

During this Phase, we will hire a Director of Marketing to maximize our community impact and develop a strategy for reaching homebound patients, improving on our educational pieces, and preparing the Company for entering new markets. The Patient Relation Specialists will report to the Director of Marketing in the new organizational flow.

Phase III will see the Company adding new products to our medical cannabis offerings, if authorized by the Commission. The development of new products will be the purview of the Chief Science Officer. The newly established position will be responsible for the cultivation, processing, manufacturing, and packaging of products for sale by the Company. The Master Grower and the Director of Processing will report directly to the CSO during the completion of Phase III and beyond. The Company has identified several products for development during this phase including but not limited to a dry powder inhaler using proprietary technology. This new product will be presented to the Commission for approval prior to being made available to patients.

The Company will expand the role of the Chief Operating Officer to include supervision of an Internet Technology Manager hired during this phase to ensure that all of our systems are secure and stable. The applicant intends to hire a dedicated Human Resources Manager who reports directly to the COO during Phase III. The Human Resources Manager will assist the Compliance Training Manager with assuring new recruits are meeting training requirements and current employees are meeting annual training requirements.

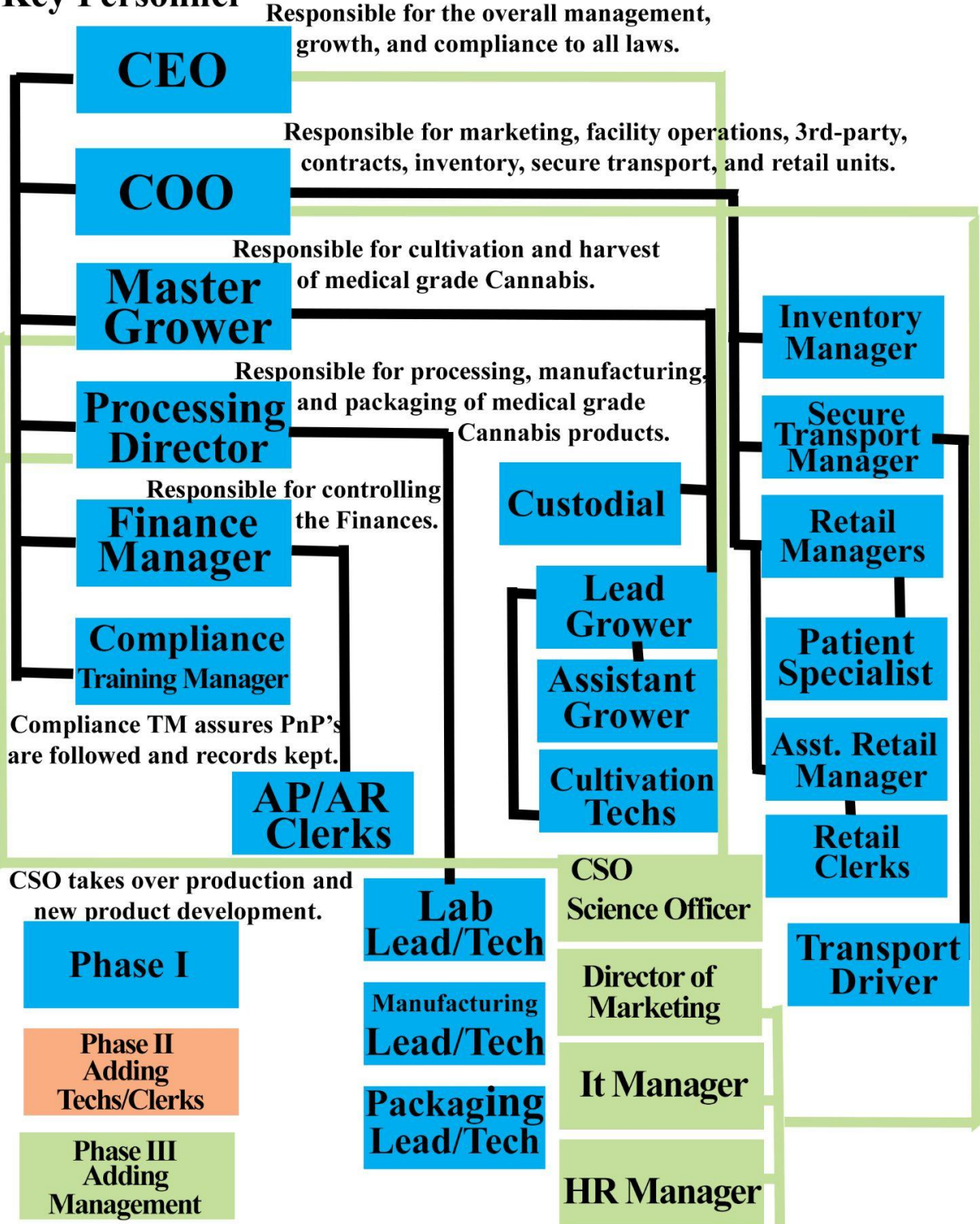
| Milestones  | Description   | Needs  | Assumptions                                     |
|---|---|--|---|
| Initiate Home Delivery                            | Expand statewide coverage with limited home delivery              | 4 additional transport vehicles and secure Delivery Technicians.       | AMCC will approve home delivery.                |
| Hit strategic sales goals with wholesale partners | Year over year production goals allow for wholesale distribution. | Exceptional products in quantities sufficient to meet wholesale needs. | Product costs will allow for wholesale pricing. |
| Increase Internal Capacities                      | Expanding management team and leadership.                         | Technology, Human Resources, and Marketing leadership.                 | Company is meeting year over year sales goals.  |
| Bring New Products to market.                     | Expanding the types of products the Company offers.               | Chief Science Officer qualified in new product development.            | AMCC will approve proposed new products.        |

#### **Phase IV**

Phase IV cannot proceed without authorization from the Alabama Medical Cannabis Commission. Provided the Company is meeting all of its projects and benchmarks the Company will apply for authorization for five more retail locations. Ten brick and mortar locations with home delivery options, if they are permitted, will allow us to effectively serve the four corners of the state.

#### **• 13.3 – Applicants Organizational Chart with roles, responsibilities and relationships**

**Key Personnel**



- **13.4 – Job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties.**

## **Phase I**

### **Chief Executive Officer/Chief Science Officer**

The Chief Executive Officer (CEO) reports directly to the Board of Directors. The CEO is responsible for the overall management, growth, and compliance to all local, state, and federal laws and regulations governing cultivation, processing, and selling of Cannabis in Alabama. Only the CEO may execute certain contracts on behalf of the Company including but not limited to contracts for employment or services that are outside the scope of an At-Will Employee. The CEO must have prior experience in a highly regulated industry, understand the application of cGMP Parts 210 and 211 to products made for human consumption under clean room conditions, and exhibit an understanding of the pharmaceutical manufacturing process.

### **Chief Operating Officer**

The Chief Operating Officer (COO) reports directly to the CEO. The COO will actively manage all of the retail and marketing components of the Company, including all store locations and personnel and marketing efforts. The COO is responsible for assuring that we have qualified, highly trained managers for each dispensary and that those dispensaries are staffed with employees who have been trained to perform in a highly regulated industry. The COO will make sure that we have the people and the resources necessary to operate our dispensaries year round to serve the people of Alabama. The COO oversees the inventory and transportation of products. The COO works directly with outside vendors to meet the Company marketing needs. The Retail Managers report to the COO. The COO and retail managers will make sure the Company has the materials and personnel needed to operate in these secured locations. The COO will coordinate closely with the greenhouse operation coordinating the continuing need for products in the stores and making sure adequate inventory is available in all locations. The COO will make sure that employees



follow all safety and security protocols and that they comply with regulatory and legal requirements when conducting sales of products.

### **Master Grower**

The Master Grower is key personnel and reports directly to the Chief Executive Officer in Phase I. The Master Grower is responsible for cultivation and harvesting of an adequate supply of medical-grade cannabis for the Company. The Master Grower is responsible for all inputs during the cultivation process. The Master Grower is skilled in propagation of plants including Cannabis. The Master Grower is experienced in the procedures of Integrated Pest Management, and with the standards required for Good Agricultural Practices and exemplary food safety certification ratings determined by 3<sup>rd</sup> party auditors such as Primus. The Master Grower is experienced in following processes necessary for Organic certifications. The Master Grower is responsible for staffing all stages of cultivation from propagation to drying and curing. The Master Grower shall work directly with the Production Director to choose varieties of cannabis that best suit the needs and product offerings of the Company. The Master Grower is responsible for actively mentoring members of the cultivation team to encourage promotion from within the department as vacancies occur.

### **Lead Grower**

The Lead Grower directly reports to the Master Grower. The Lead Grower is responsible for assuring daily inputs are recorded and SOPs are followed across all areas of plant production through harvest. The Lead Grower is experienced in safety standards including Good Food Handling, integrated pest management, cleanroom conditions, and the harvest through cure process. The Lead Grower is responsible for ensuring each plant receives the appropriate tracking tag and that the log for each plant is maintained. The Lead Grower will be proficient in the internal analytical systems used by the Company. The Lead Grower shall notify the Compliance Team and the Lab Technical Lead when each batch test is completed on whole plant material.

### **Processing Director**

The Processing Director is key personnel. The PD reports directly to the Chief Executive Officer in Phase I. The PD is directly responsible for the post process through packaging. The PD understands the various extraction techniques adopted by the Company and shows proficiency in all areas of cGMP Parts 210 and 211. The PD assures proper training of employees within the extraction, manufacturing, packaging, and labeling areas of the facility. The PD is responsible for the safe extraction of the active ingredients in the plants, disposal of processed cannabis, the storage of active ingredients in compliance with health and safety standards, as well as regulations for the secure storage of medical cannabis. The PD is accountable for maintaining an appropriate supply of products to serve our patients. The PD will immediately notify the CEO of any conditions throughout the manufacturing, packaging, or labeling processes that do not meet the highest standards as set by the Company and all applicable laws and regulations.

### **Transportation Manager**

The Transportation Manager reports directly to the Chief Operating Officer. The Transportation Manager is responsible for the creation of manifests, adherence to all Company policies related to the transportation of cannabis, and the maintenance of all vehicles used in the transportation of cannabis. The Transportation Manager must meet all the minimum requirements as put forth by the Alabama Medical Cannabis Commission. The Transportation Manager must be eligible to qualify for a courier bond.

### **Compliance Training Manager**

The Compliance Training Manager reports directly to the CEO/CSO during Phase I. The Compliance Training Manager is also the Company's Chief Privacy Officer, making this a key position. The CTM is proficient in all the duties required to maintain strict compliance with the laws of Alabama as related to the Company and perform the functions necessary to assure quality is maintained. The CTM leads the Quality Control Unit, which is required by companies operating under US 21 CFR 210. Although there are no direct reports to the

Compliance Training Manager in this phase, they do have overreaching authority in all silos of the Company's operations. The Compliance Training Manager will receive certifications in FOCUS standards provided by the Foundation of Cannabis Unified Standards, in addition to meeting continuing education as required by AMCC Rule 583-x-8-.03. as a Certified Dispenser. The CTM is responsible for overseeing and documenting new employee training, and supplemental annual compliance courses as required by AL Statute and AMCC Rule 538-x-4-.04. The CTM as head of the Quality Control Unit has the responsibility for monitoring operations in both the cultivation and processing areas. As such the CTM shall be authorized to stop production at any time a violation is noted. The CTM shall monitor and document retail employee training to assure Company procedures related are maintained. This person has the duty to update all records and certifications in compliance with AMCC Rule 538-x-4-.07. They must have, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis or a similar field.

### **Finance Manager**

The Finance Manager reports to the CEO. The Finance Manager is responsible for tracking revenue, ensuring funds are deposited and accounted for, making vendor payments, remitting taxes to the State of Alabama and meeting the payroll needs of the company. The Finance Manager has a record of experience managing several accounts within a highly regulated industry. The Finance Manager is responsible for the collection and remittance of sales tax in a manner consistent with local, state, and federal tax law. The Finance Manager will liaison with 3<sup>rd</sup> party vendors to provide payroll services. The Finance Manager will maintain insurance and bonds necessary across all departments. The FM is responsible for the timely payment of all bills and obligations, preparation of financial records for the accounting firm to issue financial reports, the preparation of company tax returns, K-1 statements for Member/Shareholders, and for the remittance of all taxes.

### **Retail Manager**

The Retail Managers are responsible for the operation of the retail units. They will maintain all local licenses and necessary permits. The Retail Manager will assure that the Company policies are followed throughout the retail operations. The Retail Manager will assure the property is maintained in a manner that protects public safety. The Retail Manager must be a Certified Dispenser as defined by Alabama Medical Cannabis Commission Rule 583-x-8-.03. They must have, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis or a similar field. The Retail Manager demonstrates proficiency in the use of Seed and Beyond, which serves to trace and track all Cannabis products and as the company's interface with the Patient Registry.

### **Assistant Retail Manager**

The Assistant Retail Manager shall be accountable for maintaining the employee schedules, oversight of training during the 90-day probationary period, and adherence to all patient privacy procedures adopted by the Company. The Assistant Retail Manager must be a Certified Dispenser as defined by Alabama Medical Cannabis Commission Rule 583-x-8-.03. They must have, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis or a similar field.

### **Advisory Council**

The Company has established an Advisory Council of subject matter experts to advise the CEO/CSO and other key leadership on issues relating to medical cannabis, public health and public policy. In Phase I, a core group of subject matter experts has agreed to serve as inaugural Advisory Council members: Dr. Michael Gillette, Dr. Sabine Simmons, and the Hon. William G. O'Rear.

- Dr. Gillette is a nationally renowned bioethicist and currently advises the State of Virginia on bioethical issues related to its statewide medical cannabis program. He has advised and trained a variety of organizations and individuals throughout the US on issues relating to health, behavioral health, and bioethics. Dr. Gillette holds both a B.A. in Philosophy and Classical Greek and a Master's degree in Philosophy from Brown University, as well as a PhD in Philosophy from Brandeis University. He resides in Lynchburg, VA.
- Dr. Sabine Simmons is a former Assistant Professor of Health Information Management at Alabama State University and a subject matter expert on health information management, specifically patient, physician and medical device registries, as well as in workforce development for health information management. She is also an expert on collecting, analyzing and maintaining health data used to identify trends, patterns and complexities in the overall healthcare service delivery system. Dr. Simmons is deeply involved with both the state and national Health Information Management associations, as well as other advocacy and interest groups in the healthcare arena. Dr. Simmons holds a Bachelor's degree from Alabama State University, a Master's degree from Troy University, and an Ed.D from Argosy University. She resides in Montgomery, AL.
- The Honorable William G. O'Rear, LPC, JD is a practicing attorney and mental health professional. He is a former Circuit Court Judge, having presided over family court in the 23rd Judicial Circuit of Alabama. Judge O'Rear is a renowned advocate for mental health consumers, having served as the past President of the Alabama chapter of the National Alliance for Mental Illness (NAMI) and as an appointee to the AL Department of Mental Health Advocacy Committee. Prior to becoming an attorney, Judge O'Rear worked as a Licensed Professional Counselor for the Montgomery Area Mental Health Authority and, later, as the Mental Health Therapist/Court Liaison for the Montgomery County Probate Court. Judge O'Rear holds a B.S in Psychology from Auburn University, a M.S. in Counseling and Human Development from Troy University, and a Juris Doctor degree from the Thomas Goode Jones School of Law at Faulkner University. He resides in Auburn, AL.

## **Phase II**

### **Lab Tech Lead**

The Lab Tech Lead is responsible for observing all of the Company's procedures related to the processing of full flower into the base derivatives used in the manufacturing of our end products. The LTL is trained in the use of Seed and Beyond, software adopted by the Company to interface with the state Metrc system. The LTL has a general understanding of organic chemistry, is highly conscientious of clean room procedures, and has at least three (3) years' experience working in a highly regulated industry.

### **Manufacturing Lead**

The Manufacturing Lead (ML) has a working knowledge of organic chemistry, demonstrates proficiency in cGMP Parts 210 and 211, and has more than three years experience in pharmaceutical, nutraceutical, or cannabis manufacturing. The Manufacturing Lead will assure all systems and equipment are safe for operations. The ML will create a schedule for the manufacturing silo to assure products are handled in a timely manner. The Manufacturing Lead is responsible for the safe storage of excipients used in the production of medical cannabis products. The ML is responsible for documentation of the process used in each manufactured batch, proper tracking for traceability, and proper storage of finished product. The Manufacturing Lead will initiate third party testing on finished products and identifying all finished products as QUARANTINED.

### **Packaging Lead**

The Packaging Lead will commence operations on finished products that have passed third party testing and are available for sale. The Packaging Lead (PL) is responsible for following the Company's SOPs related to packaging per product type. The PL will assure that all products for sale by the Company are properly labeled and the labels include a valid, active QR code. The Packaging Lead is responsible for packaging all cannabis products in a way that is child resistant and tamper evident.

## **Advisory Council**

In Phase II, the Company plans to expand the Advisory Council by adding two additional subject matter experts, preferably physicians, bringing the Advisory Council membership to five. In Phase II, the Company hopes to identify an oncologist and a pain management specialist for Advisory Council service. Ideally, these members will be faculty members at one of Alabama's three medical schools.

## **Phase III**

### **Chief Science Officer**

Our current CEO will also serve as our CSO until the Company reaches a size where it becomes necessary to employ a second person whose only job will be as CSO. The CSO reports directly to the CEO of the Company. The CSO is responsible for our cultivation, processing, and packaging departments, as well as the development of new products. The CSO is highly experienced in the field of cannabis as a medicine. The CSO works directly with the Chief Compliance Officer to assure purity of Medical Cannabis products, starting from soil quality and best seed genetics to labeled final products ready for the shelf. The CSO is experienced with current Good Manufacturing Practices (cGMP) and Good Agricultural Practices (GAP), and the Company's policies for Integrative Pest Management (IPM), as well as pertinent ISO lab certifications and OSHA regulations. The CSO works directly with the Chief Compliance Officer to assure purity of Medical Cannabis products, starting from soil quality and best seed genetics to labeled final products ready for the shelf. The CSO is proficient in all of the duties necessary to oversee the cultivation of cannabis for medicine, including the Company's Hygiene and Sanitation plans, and can perform and oversee all processes required to extract, manufacture, and package Medical Cannabis products for human consumption.

### **Director of Marketing**

The Director of Marketing oversees the Company's public image. The DM reports directly to the CEO. The Director of Marketing is responsible for the development of market strategies, and the patients' experience including customer service and product education. The Director of Marketing is responsible for developing and maintaining relationships with Dispensary and Processing Licenses holders. The Director of Marketing works with the Chief Science Officer, Master Grower, and Processing Director to bring new products to market in order to better meet the needs of our patients.

### **Advisory Council**

In Phase III, the Company plans to expand the Advisory Council to seven members, by adding two additional subject matter experts, preferably a psychiatrist and a pediatrician. Ideally, these physicians will be faculty members at one of Alabama's three medical schools.

### **Phase IV**

#### **Chief Financial Officer**

The CFO will be responsible for all aspects of the Company's finances and all finance personnel will report to the CFO. . The CFO will report directly to the CEO on all matters related to the Company's financial health and be available to the Board of Directors to attend Board Meetings in regard to finance matters.. The CFO will manage the company's accounts and assets and be responsible for accounting for income, expenses and all liabilities, including payment of all local, state, and federal taxes. The CFO must have a degree in corporate finance or similar degree, an MBA or substantial multi-year experience as a CFO or a financial manager in a comparable organization.

#### **• 13.5 – Job descriptions of all non-managerial employee positions, showing clear delineation of qualifications and duties.**

### **Phase I**

#### **Assistant Grower**



The Company promotes from within. Although the Assistant Grower reports directly to the Lead Grower, the Assistant Grower is also trained to monitor and log inputs, organic cultivation practices, clean room standards, and best practices for handling a plant to be used for medicine. The Assistant Grower shows competency in all areas of plant handling from propagation to post harvest curing techniques and requirements. The assistant grower is responsible for leadership among the cultivation technicians.

### **Cultivation Technicians**

This position reports directly to the Lead Grower. This position is trained in cleanroom standards and integrated pest management. They have a working understanding of the necessary inputs throughout the lifecycle of the plant. The cultivation technician is cross trained to understand the proper handling of cuttings for propagation, procedures for quarantine and when warranted, the destruction of plants exhibiting signs of weakness or disease, and in the harvest and curing processes employed by the Company.

### **Custodial Technicians**

This position reports directly to the Director of Facilities. This position is trained in best practices in occupational safety and industrial hygiene. They have a working understanding of the necessary tasks and activities required to maintain clean workspaces for Company employees, as well as ensuring the Company's five retail dispensary sites throughout Alabama are clean and healthy retail spaces for patients and caregivers.

### **Lab Technician**

The primary duty of the LT is to operate equipment used in extraction of primary oils. Lab Technicians are accountable for following the Company SOPs and demonstrating good cGMP Parts 210 and 211 practices throughout their duties. Lab Technicians will document all processes used in the primary extraction process. The Lab Technicians are cross-trained in all areas of Manufacturing and Packaging. Lab Technicians are trained to safely operate

all equipment used by the Company to extract primary oils, manufacture according to the product specifications, bottle finished products and properly package, then label products.

### **Manufacturing Technician**

The Manufacturing Technicians primary area of responsibility includes the combining of excipients according to processes specifically created for each unique SKU approved for sale. The MT must follow all SOPs designed by the Company to prevent cross contaminations, log all processes, and work under clean room conditions at all times. The Manufacturing Technicians are cross-trained in all areas of Manufacturing, processing and packaging.

### **Packaging Technician**

Packaging Technicians are entry-level positions. Packaging Technicians are trained to properly package, label, and box products based on existing SOPs. Packaging Technicians will examine products for obvious manufacturing defects, affix appropriate labels to the cannabis products, place cannabis products in approved child resistant containers, and adhere to processes necessary to make package tamper evident. Packaging Technicians may be called upon to assist the Inventory Manager in preparing inventory for secure transport to retail stores or wholesale customers. Packaging Technicians may be invited to cross-train in other areas of the Processing and Manufacturing Building.

### **Delivery Technician**

The Delivery Technicians report to the Transportation Manager. In accordance with the published rules for secure transport personnel, the Delivery Technician must have a valid driver's license, be at least 21 years of age, and have maintained a driver's license for at least 4 years. The Delivery Technician must observe all laws governing the operation of a motor vehicle, a strict adherence to the Company's policies on transportation of cannabis, and accurately log all deliveries made. The Delivery Technician will be cross trained to assist in product packaging.

### **Inventory Manager**

The Inventory Manager has no direct reports, rather they manage the inventory needs throughout all silos of the company. The Inventory Manager directly reports to the Chief Operating Officer. The Inventory Manager is responsible for assuring an adequate supply of items needed across all departments. The Inventory Manager has experience in supply chain management, data control, and assures the Company's First In- First Out policy. The Inventory Manager tracks the Company's amount of retail products on hand in real-time to assure that we are able to meet our emergency reserves as laid out in company policy G22:900 Inventory Management Requirements. The Inventory Manager is responsible for the documentation in the Seed and Beyond system and disposal of all cannabis products that have expired or passed their best if used by date.

### **AP/AR Specialist**

The Accounts Payable/Accounts Receivable Specialist reports directly to the Sr. Accountant. The AP/AR Specialist retains copies of all vendor contracts, records income and expenses in a way prescribed by the Sr. Accountant. The AP/AR Specialist may be assigned other duties as it relates to the expenditures and income of the Company.

### **Patient Relations Specialist**

The Patient Relations Specialist reports to the Customer Service Manager. The Patient Relations Specialist is trained to understand the unique products offered by the Company. The Patient Relations Specialist can articulate the Company mission and philosophy. The Patient Relations Specialist shall represent the Company at public facing events. The Patient Relations Specialist must be a Certified Dispenser as defined by Alabama Medical Cannabis Commission Rule 583-x-8-.03. They must have, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis or a similar field.

### **Retail Specialists - Fulfillment and Sales**

Retail Specialists are cross-trained in both forward facing sales and package fulfillment protocols. Retail Specialists are not medical professionals and may not offer medical advice to patients seeking medical cannabis products. Retail Specialists will demonstrate a knowledge of the Seed and Beyond Point of Sale System. The Retail Specialist will demonstrate good customer service skills, proficiency in cash handling according to Company standards, and accurate record keeping. The Retail Specialist will be knowledgeable of the Emergency Management protocols for both the facility and the particular duty they are assigned.

### **Phase III**

#### **Human Resources Manager**

The HR Manager reports to the Chief Operating Officer. The HR Manager has experience with small Company personnel management. The HR Manager stays current on all applicable federal, state, and local laws related to employee management. The HR Manager assures compliance with the Company's equity hiring program. The HR Manager is responsible for negotiating employee benefit packages, oversight of training programs, and confirming each employee is ready for work. The HR Manager will oversee the employee onboarding process and regulate performance evaluations.

#### **IT Manager**

The In-House IT Manager reports directly to the Chief Operating Officer in order to assure the integration of technology across all silos.. The In-House IT Manager is accountable for maintaining all of our digital systems, API's, and the equipment necessary in each department. The In-House IT Manager has experience across platforms and has accreditation in Internet Security Protocols. The In-House IT Manager is qualified to evaluate systems to assure functionality, data protection, and user privacy.

- **13.6 – An executive summary, including mission statement, leadership background and qualifications, business style and philosophy, key personnel, identification of facility location(s) and function(s).**

## **Mission Statement**

Alabama Always will provide high quality, lab verified, cannabis products at competitive prices across the entire State of Alabama to those patients authorized to purchase our products. We will dispense these products from stores that offer the patient easy access to product information, knowledgeable staff who can explain the best products to recommend for specific conditions in an upscale, secure store that patients will enjoy visiting. We intend to offer these products at competitive prices since these products are not covered by health insurance and are available only to those patients able to afford to pay out of their own pockets. Further, we will hold everyone in our Company to the highest standards for complying with the Rules and Laws governing our business in all respects.

Our mission is to serve the patients of Alabama with science-based Cannabis products that are created with the highest standards. We envision patients finding a new standard of wellness when high quality Cannabis products are added to their healthcare routine.

The Company is science driven. The inaugural Leadership Team believes in promoting people with a strong work ethic, who understand the rigorous standards the Company must meet, who believe in the mission to provide science-based Cannabis products that will successfully treat various medical conditions in patients, and who are willing to invest their time in the Company's success. CEO, Dr. Greg Gerdeman, Ph.D is an acclaimed academic researcher, biology professor, and entrepreneur. Dr. Gerdeman's discovery of the "retrograde messenger" activity of cannabinoids has been fundamental to the modern understanding of the neuroprotective and psychoactive effects of cannabinoids. He is currently involved in multiple USDA Hemp grants to provide quantitative analysis of the

results of field studies. He has served as the Chief Science Officer to 3 Boys Farm, United Cannabis Corp., and Tennessee Pharmaceuticals. Dr. Gerdeman is an inquisitive, hardworking leader. He is meticulous in his attention to detail and the processes which lead to good science and safe products.

Dr. Gerdeman's leadership team in Phase I is complemented by the Compliance Training Manager, Dr. Amy Hinton. Dr. Hinton has a PhD in Public Policy and Public Administration from the Department of Political Science at Auburn University. She has designed, developed and administered numerous federally funded programs, projects and initiatives during the last two decades. Her deep understanding of the importance of processes, the demands of meeting compliance schedules and deadlines, and expertise in performance measurement make her an exceptional person to oversee the training and compliance needs of the Company.

The Chief Operating Officer/Marketing Director is Alabama native Mickey Griffin, an experienced executive with Aronov Realty Company. A graduate of the University of Alabama, Mr. Griffin began his career as an executive assistant to Governor George Wallace in the Governor's Office and then served as his political director in his 1972 Campaign for President. Griffin was elected from Alabama as a Member of the Democratic National Committee during his time with Wallace. He later served in Governor Fob James' office and in his campaign. From 1979 to the present day, Griffin built a substantial career in commercial real estate both in sales and in the development of properties. Mr. Griffin is a Certified Commercial Investment Member (CCIM) and a member of the National Association of Realtors (NAR). In 2002, Griffin served as chairman of the board of The Core Network, a national organization of over 80 major real estate companies across the United States. Griffin is a lifelong resident of Montgomery, Alabama where he is actively involved in his church and as a leader in the local community, serving in many civic and business organizations such as the Chamber of Commerce and the Montgomery Business Committee for the Arts. Griffin's extensive statewide business network across all of Alabama's cities and towns will be invaluable to our Company as we build a statewide retail network of

dispensaries employing people from all parts of the state. Griffin found our greenhouse site and all of our five dispensary sites. He is ready to add to their number just as soon as the Commission allows this Company to build more dispensaries than the initial five we would be given.

Master Grower Robert Tornello brings decades of experience as a grower and horticultural expert to our Company. Mr. Tornello has built his career on science with a deep understanding of all aspects of cultivation. Tornello has always embraced innovation, becoming one of the first certified organic growers in his region, dedicated to keeping plants and vegetables healthy without the use of harmful pesticides. He has owned and operated a nursery since 1978. His innovative approaches led him to win the 2010 Florida Agriculture Commissioner's Environmental Leadership Award. In 2017 Mr. Tornello was the nurseryman and grower for a small group who were awarded a license to cultivate, process, and dispense medical Cannabis in Florida. Tornello was the principal owner of that company, who worked hands-on to build an innovative cannabis greenhouse and to develop processes for cultivating cannabis in Florida's climate. Tornello used the organic farming methods that he had previously used to produce fruits and vegetables to produce cannabis without the use of pesticides. His methods produced cannabis products that stood up to food grade standards in lab tests for harmful substances, and using ISO standards for processing and manufacturing. The biomedical expertise of our CEO/CSO meshes seamlessly with the inaugural Master Grower. Dr. Gerdeman and Mr. Tornello's collaboration has a proven track record of successfully cultivating high quality Medical Cannabis in the legal, regulated market of Florida. The team is now partnered with local owners and agriculturalists native to Alabama. The team was brought in to cultivate distinctive and rare cannabis genetics that will be available from no other source, ensuring there is quality and diversity in the medical cannabis products offered to Alabama patients.

The Processing Director is an important part of the key leadership team. Tim Spearman has years of experience directly working with the equipment, processes, and products the Company intends to use and produce. In fact, Dr Gerdeman previously hired Mr Spearman

to direct all extraction and post-processing formulations of medical cannabis under the 3 Boys Farm license in Florida. The core Company leadership in Cultivation and Processing is thus a proven team with aligned values and an established rapport, with a track record of success in a highly regulated medical cannabis industry.

The Finance Manager is the final member of the key leadership team. Amanda Ming has over 20 years of experience handling finances in highly competitive and regulated industries. She is familiar with Paycor the Applicants payroll and HR system, organizing accounts across multiple silos of business, timely accounts payables, and the calculation, collection, and remittance of applicable taxes.

The Company has acquired 18 acres of agriculturally zoned land for the cultivation, processing, manufacturing, packaging and distribution of cannabis and medical cannabis products. The facility is located within the city limits of Montgomery, Alabama.

The Company has a lease or is paying for options to lease brick and mortar facilities in Montgomery, Tuscaloosa, Birmingham, Gadsden, and Mobile, with an alternative 6th site under construction in a medical zoning district in Huntsville near a hospital. In addition to the Montgomery dispensary, the four dispensary sites identified here will have their interiors and exteriors rebuilt according to the plans we have provided. These sites will comply with the rules for cannabis sites and will be used for the sale of our medical cannabis products.

**• 13.7 – A description of services and/or products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including:**

| <b>Product</b> | <b>Projected Price Range</b> | <b>Projected Product Lifespan</b> | <b>Projected Benefits for Patients</b> | <b>Patents</b> | <b>Proprietary Technology</b> |
|----------------|------------------------------|-----------------------------------|--|----------------|-------------------------------|
| Tinctures      | \$55-\$85                    | Tincture and                      | Easy oral                              | Patented       | Infusion                      |



|                                     |   |                                   |  |  |   |
|-------------------------------------|---|-----------------------------------|--|--|---|
| Breeders Choice Line                |   | MTC oil = 10 months               | application.<br>Superior therapeutic profiles.<br><br>minor cannabinoid ratio options  | varieties obtained by license<br><br>Patented solventless “cryo-kief” technology | from solventless “cryo-kief” and CO <sub>2</sub> -only primary extract          |
| Tincture Primary Extraction Formula | \$40  | Tincture and MTC oil = 10 months  | Easy oral application.<br><br>Quick absorption for THC:CBD ratio options   |  | Proprietary genetics<br><br>Custom living soil formulations                     |
| Chewables Breeders Choice Line      | <b>Live rosin formula (15 mg)</b><br>\$50/10 pk | Pectin products = 9 months        | Ease of use.<br><br>Valuable terpenes and cannabinoid profile blends.<br><br>Long-acting symptom management<br><br>All natural vegan | Rosin from patented solventless “cryo-kief” technology                           | Proprietary SOPs modified under license to include primary extract formulations |
| <b>Product</b>                      | <b>Projected Price Range</b>                    | <b>Projected Product Lifespan</b> | <b>Projected Benefits for Patients</b>   | <b>Patents</b>   | <b>Proprietary Technology</b>   |

|  |  |   |  |                |   |
|--|--|---|--|----------------|---|
| Chewables<br>Primary<br>Extract<br>Formula | <b>Ratio<br/>based<br/>THC:CBD</b><br><br>\$30/10 pk   | Pectin<br>products =<br>9 months          | Ease of use.<br><br>Long-acting<br>symptom<br>management<br><br>All natural<br>vegan<br><br>THC:CBD<br>ratio options |                | Same as the<br>Chewable<br>Breeder's<br>Choice Line   |
| Lozenges                                   | <b>5 mg</b><br>\$35/20 pk<br><br><b>10 mg</b><br>\$35/10 pk<br><br><b>15mg</b><br>\$50/10 pk | stable for 12<br>months                   | Medium-<br>onset<br>symptom<br>control<br><br>Familiar ease<br>of use  |                | Proprietary<br>SOPs<br>modified<br>under<br>license to<br>include<br>primary<br>extract<br>formulations |
| Cathy's Craft<br>Creations<br>Balm         | SM \$21<br>Lg \$40   | Beeswax<br>base=12-16<br>months           | Targeted<br>surface<br>application<br>for pain<br>relief<br><br>Secondary<br>skincare<br>benefits                    |                | Proprietary<br>Cathy's Craft<br>formulation,<br>under<br>license from<br>ALS survivor<br>Cathy Jordan   |
| Sports Blend<br>Lotion                     | \$35   | room<br>temperature<br>=18 months         | Similar to<br>Cathy's<br>Choice with<br>an added<br>cooling<br>menthol.  |                |   |
| <b>Product</b>                             | <b>Projected<br/>Price<br/>Range</b>   | <b>Projected<br/>Product<br/>Lifespan</b> | <b>Projected<br/>Benefits for<br/>Patients</b>   | <b>Patents</b> | <b>Proprietary<br/>Technology</b>   |

|                                |  |   |  |   |   |
|--------------------------------|--|---|--|---|---|
| Concentrates for Inhalation.   | <p><b>Rosin</b><br/>0.5 g: \$50-\$65<br/>1 g: \$110</p> <p><b>FECO syringe</b><br/>1 g: \$80-\$100</p> | <p>Refrigerated and dry = 7 months -<br/><br/>room temp =4 months</p> <p>FECO 12 months with proper storage</p> | <p>Rapid-onset via inhaler</p> <p>Potent form of medicine for serious conditions</p> | <p>Rosin from patented solventless “cryo-kief” technology</p> | <p>FECO “primary extract” from CO<sub>2</sub>-only extraction stream using proprietary SOPs</p> <p>“Cryo-kief” dry sift rosin</p> |
| Wholesale finished products    | 40-55% of retail   | See products above  | See products above   | See products above  | See products above  |
| Dried Flower Cannabis Genetics | \$400-\$1000 a pound   | Controlled environment = 12 months  | Rare minor cannabinoids  | Patients with Breeders Best                                   | <p>Proprietary genetics from HendRX Farm nursery</p> <p>Custom living soil formulations</p>                                       |

As an Integrated Facility the Company will:

- **Cultivate cannabis genetics** that are truly distinctive, including proprietary cultivars by Breeder’s Best, which feature rare minority cannabinoids and therapeutically tailored terpene profiles.
- **Process Medical Cannabis** using the purist, proprietary, solvent-free protocols in addition to innovative CO<sub>2</sub> extraction methods that require no ethanol-intensive winterization or post-extraction distillation.

- **Dispense Medical Cannabis** coupled with educational support materials to be developed in part by the Company CEO/CSO Dr Gregory Gerdeman, Ph.D., an internationally respected expert in cannabinoid medicines, in conjunction with the Company's Advisory Board.
- **Provide at Wholesale Cultivated Cannabis and Medical Cannabis Products** in order to assure statewide access to the Company's proprietary genetics, and branded medical cannabis products.
- **Contract for services with other cannabis license holders** to meet processing needs in case of crop failure or natural disaster, provide emergency transportation services for finished medicinal cannabis products and to manufacture medical cannabis products for retail sales.

#### **Cultivation: cannabis genetics**

In the decades that cannabis has flourished in illegal markets, hobby breeders and closet cultivators have been forced to work toward a very limited range of goals. To most effectively evade detection and achieve product with maximal psychoactive impact, cannabis was progressively bred to form dense, compact flowers, with increasingly greater THC content, and a short finishing time. Widespread interbreeding, amongst growers unlearned in the complexities of plant genetics has had serious consequences on the genetic diversity of cannabis, such that today, despite myriad marketing claims and thousands of "strain names," most commercially available cannabis in North America is stunningly similar in terms of its chemical fingerprint.

Thus, although all of the new, state-legal cannabis companies are able to claim that they have catalogs of cannabis "strains" boasting many different names and lineages, genomic and chemical analyses reveal extensive interrelatedness, and chemical profiles (or *chemotypes*) that are largely the same. When it comes to sourcing materials, it is a simple fact that legal cannabis markets are built on the illegal or "legacy" markets. Like those markets, many state-legal entities, including well-branded multi-state operators (MSO's), continue to drive medical cannabis patients toward products of higher and higher THC

potency. When it comes to cannabis and its THC content, that idea that *more* always means *better* has been grossly overstated. The medicinal value of cannabis is not solely due to THC, yet THC is the primary cause of unwanted or problematic psychoactive side effects. Another nearly universal misconception involves the historical taxonomic distinctions of “*sativa*” and “*indica*” as different species of Cannabis. These classifications are over 300 years old and are not scientifically predictive of medicinal effects of a given cannabis plant.

There are more accurate ways to understand medical cannabis. Scientists have begun to recognize that minor cannabinoids, as well as the aromatic terpenes, are important players in the ability of cannabis to produce a diversity of flavors, effects and medicinal benefits. Our Company will be a leader in offering science-based Medical Cannabis products, because the Company’s CEO/CSO has been a leading researcher in this field for over 20 years. He is both a scientist and an educator, having authored multiple popular book chapters on the subject of how cannabis affects the brain. He knows that while it is one thing for companies to *talk* about minor cannabinoids and the diverse bouquets of bioactive terpenes that *can* be found in cannabis, it is quite another thing to actually cultivate cannabis that contains these more noteworthy molecules in meaningful amounts. This is a distinction that the Company will embody within the Alabama Medical Cannabis program.

### **Exclusive Partnership with Breeder’s Best**

Cannabis grown by the Company will include patented varieties propagated under license agreement from Breeder’s Best, a company formed by globally-recognized experts in the legal, medical and botanical aspects of cannabis, including Medical Director Ethan Russo, MD, who is a longtime colleague and collaborator with our Company CEO/CSO. Along with Dr Russo, Breeder’s Best is directed also by celebrated author/botanist Robert Clarke, whose contributions in the field of cannabis breeding and horticulture are internationally renowned, and Dale Hunt, JD, Ph.D., a lawyer and plant molecular biologist, who is the leading voice in intellectual property rights within the cannabis space, having filed over 1000 patents in 30 different countries. The mission of Breeder’s Best is to provide truly distinctive cannabis varieties that highlight minor cannabinoids and uniquely therapeutic

terpene profiles. Our decision to partner with Breeder's Best guarantees that Alabama patients will have access to equally distinctive Medical Cannabis products that preserve the distinct value of these special and proprietary plant genetics.

In addition, the Company is entering an agreement with Breeder's Best to act as a licensed nursery partner. This will allow us to maintain small numbers of plants from the entire Breeder's Best library, for sale to other cultivators in the state of Alabama. This not only supports our business model as an additional revenue stream, but shows our dedication to supporting a robust and effective medical cannabis program generally. Any and all nursery plants will be properly entered into the METRC tracking system as "mothers" for maintaining and preserving cultivar genetics.

Patent-protected cultivars to be propagated under license from Breeder's Best include:

**Pink Boost Goddess.** This unique plant is one of the richest THCV varieties available in the US, with content ranging from 5-11%. THCV (tetrahydrocannabivarin) has shown remarkable promise as a therapeutic approach to pain management, while counterbalancing the psychoactive effects of delta-9 THC.

**Oaxacan Wise.** The potent effects of this high-THC variety are improved by elevated CBG and terpinoline-dominant terpene content that creates a mellow, pleasant experience perfect for daytime medicinal use.

**Blue Skunk.** Bred to provide relief to PTSD sufferers, this variety provides a calming, balancing and grounding experience

**Anomaly.** True to its name, Anomaly is a seed-stabilized, low-THC cannabis variety that is enriched in CBG and therapeutic terpenes. CBG (Cannabigerol) shows promise in numerous preclinical studies for use in both pain control and mood disorders.

Other varieties to be obtained for either Phase I cultivation or storage of a cannabis genetic library for future research and development include:

|                                     |                           |                           |
|-------------------------------------|---------------------------|---------------------------|
| <b>Ringo's Gift (multiple cuts)</b> | Best In Show              | Blanco                    |
| Mother's Milk No. 31                | Blood Orange Kush         | Candy Cane                |
| Blueberry Muffin No. 4              | Gelonade                  | Do Si Do                  |
| Blueberry Cupcake No. 14            | Wedding Cake              | Banana Punch              |
| <b>1 Haze</b>                       | <b>Calihari Kush</b>      | <b>Charlie Girl</b>       |
| <b>Chocolate Mintz</b>              | <b>Orange Cream Frost</b> | <b>Ebola No. 7</b>        |
| GSC                                 | Biscotti                  | Chocolate Hashberry No. 3 |

**Bold type** denotes varieties that are exclusive to our originating nursery partner, Hendrx Farms, and are thus to be considered as proprietary to Our Company for the state of Alabama.

## **Medical Cannabis Products to be Produced**

### **Tinctures**

Tinctures are created by infusing cannabis resin, obtained from either mechanical separation (solventless) or chemical extraction of cannabinoid-containing glandular trichomes, into a suitable excipient oil or alcohol solution. Administered into the mouth via a medicine dropper, the bioactive ingredients in cannabis tinctures are absorbed locally through the oromucosal linings of the cheek and beneath the tongue, as well as through the oral route from swallowing. By holding the tincture in the mouth for a period of several seconds, bioavailability through this direct oromucosal absorption allows for an intermediate rate of symptom relief, with onset typically occurring within 20 minutes, as compared to the relatively slower onset achieved through oral consumption, and the more rapid effect from inhalation. Tinctures are a powerfully useful and traditional form of delivering cannabis as an extracted herbal medicine. Tinctures are undervalued in most contemporary adult-use cannabis markets, but are ideally suited for the strictly medical program in Alabama.

The Company will offer the finest cannabis tinctures available. Our process starts with unique cannabis source genetics, formulated using a proprietary combination of hydrocarbon-free CO<sub>2</sub> extraction and a patent-pending, solventless “cryo-kief” method that has been developed by CReDO Science, also led by Dr Ethan Russo, a premier expert in cannabis medicine and a longtime colleague and collaborator of our Company CEO/CSO.

### **Lozenges**

Lozenges, like tinctures, are partially absorbed in the mouth (transmucal), and also partially absorbed in the gastrointestinal tract due to swallowing. Thus, lozenges are highly effective at achieving therapeutic effects more rapidly than oral consumption alone (as with chewables or other “edibles”), but more slowly than inhalation methods. Lozenges also represent a highly portable, easily usable form of Medical Cannabis, that is more familiar and comfortable to many patients who may find tinctures awkward to dose, especially in pediatric or geriatric populations.

Lozenges will be offered in dose sizes of 5, 10, and 15mg THC. The 10mg dose size will additionally be offered as part of the Cathy’s Craft brand line.

### **Chewables (gelatinous cube and rectangular cuboid)**

Gelatinous chewable products are taken orally. These edible products are easy to consume, familiar to patients, and critically important as a mode of delivery to help provide relief for chronically ill patients in Alabama. Our company has developed proprietary SOPs in conjunction with Dark City Molds, a science-forward leader in the industry of infused gummy products.

All products will be formulated following Good Manufacturing Practice as required by federal code 21CFR210. This code dictates among other things that drug products be easily distinguishable by dose. In addition to using color-distinctive packaging for our differently dosed products, chewables will be distinguishable by the actual product, so that patients



can avoid accidentally ingesting more than the desired dose. Each chewable category will be a different color, and those products containing more than 10 mg THC per piece will be of a larger, rectangular cuboid shape. Note that patients and caregivers will be instructed to use products as directed by the specific recommendation of their certified physician.

- “C-T squares” - yellow colored cuboidal shape that is CBD-dominant in a 2:1 ratio (20mg CBD: 10 mg THC)
- “T-C relief” - orange colored rectangular cuboid shape that is THC-dominant in a 1:2 ratio (10mg CBD : 20 mg THC)
- “T-time” - red colored rectangular cuboid shape made exclusively from proprietary solventless, pressed rosin technology, containing 15 mg THC per piece.

### **Topicals**

Cathy’s Craft Creation Balm is based on a formulation created by a well-known ALS survivor, Cathy Jordan. Cathy’s Craft Creations brand products contain all natural ingredients with no added perfumes or irritating excipients. Products under the CCC brand are formulated for patients with complex sensitivities.

Cathy’s Craft Creation Balm is used topically for targeted surface applications. The balm may be used for pain relief, and has added skin care benefits. Topical preparations are designed for fast-acting penetration of the dermis.

The Company brand Sports Lotion is also used topically. In addition to fast-acting surface pain relief, the Sports Lotion contains a cooling menthol favored by sportspersons.

### **Concentrates**

This category of product consists of highly concentrated cannabis oils, which are intended solely for use in an inhaler for the rapid control of breakthrough symptoms. The medical use of cannabis concentrates requires patient education to prevent accidental ingestion of higher doses of THC than are intended. The physical consistency of these products, which is

typically viscous and sticky, adds to the challenge of obtaining precise dose control. The company will recommend specific commercial inhalers based on ease of use, precision and cost to the patient.

**Craft Rosin** (featuring Breeder’s Best chemovars)

The Company will produce true solventless live rosins, created through a proprietary process of:

- a) collecting cold, dry sifted kief (consisting of separated glandular trichome heads <120 µm in diameter) using patented “cryo-kief” technology under license from CReDO Science, followed by:
- b) low-temperature, high-pressure extrusion of the trichome resin through use of a Pure Peak 5 ton pneumatic rosin press.

Products of a similar class command top dollar in most markets, whether medicinal or adult use, due to superior quality and effect. They will be packaged in small jars, from which product can be scooped out with a small, precision spatula to designate a limited dose size.

**Future offering to be developed in Phase III**

**Dry powder “breathable cannabis” inhaler**

The Company CEO/CSO Dr Greg Gerdeman has developed a scientific relationship with Dispersa Labs, maker of Sula, the world’s first inhalation dry powder for cannabis. Whereas our craft rosin products will allow for rapid inhalational dosing that is important for management of acute symptoms, they are best suited for patients requiring moderate to high doses of THC under their doctor’s recommendation. By comparison, Sula breathable cannabis is an innovative, patented dry powder inhaler (DPI) that allows for low dose repeatability, delivering only 1 mg THC per inhalation. This is not achievable by mist-style metered dose inhalers that use compressed gas to aerosolized cannabis oil (despite claims made by product makers in some jurisdictions), due to the droplet-forming hydrophobic nature of cannabinoids. The Company and Dispersa Labs have executed a binding Letter of

Intent to develop Amapure branded breathable cannabis products under exclusive license for the state of Alabama, to be implemented in Phase III of the Company business plan. This will require additional capital investment and processing capacity, so it should be considered a future pipeline which both parties intend to pursue in good faith should The Company be awarded the Integrated Facility license it seeks.

• **13.8 – An advertising/marketing analysis and strategy, if any.**

The strategy for the Company's marketing division is a three pronged focus on awareness, education and engagement. Increasing awareness about the availability of medicinal cannabis as a new treatment option in the state of Alabama and the Company's products and services will advance the mission for improved patient outcomes. We will be diligent in establishing and maintaining an exceptional reputation by providing high-quality products, being responsive and helpful to customer needs, being a responsible corporate citizen and providing excellent customer service. Education is the bedrock of building a responsible medicinal cannabis market in Alabama, therefore the Company will establish a firm foundation to responsibly inform customers through our community partnerships and earn a strong and loyal customer base. And finally engagement is the ultimate goal of the Company's Community Engagement Plan. The primary channel to reach qualified patients is by educating and supporting advocacy organizations, physician networks and medical professionals. The details of those engagements are outlined below in the Company's Community Engagement Plan.

The Company engaged a healthcare consultant to project the number of people with qualifying conditions who may be eligible for the program over the next three years. Based on that analysis, and by executing the marketing strategies outlined, the Company aims to reach 100,000 patients with disease sets eligible for medical cannabis under the Darren Wesley "Ato" Hall Compassion Act of 2021.

• **13.9 – A Community Engagement Plan**

The Company recognizes the importance of actively involving and collaborating with members of Alabama's established medical advocacy organizations and the patient and caregiver communities we both serve. Our Community Engagement Program is designed to promote diversity, equity, and inclusion as core values as it aims to raise awareness about medical cannabis while combating negative stereotypes surrounding the plant.

The Company defines Community Engagement as:

- 1) **Active participation in activities important to the city or town where our facilities are located**, this includes incentivizing senior management to hold seats on city activities planning committees, sponsoring civic programs where appropriate, and encouraging employees to participate within the community.
- 2) **Collaboration with the Advisory Council** created by the CEO to give the Company access to subject matter experts and resources that will improve our performance, gain feedback on product offerings, insight into the medical community at large, and council on items of concern to the leadership or Board.
- 3) **A commitment to building trust and fostering authentic relationships over the long term by listening to established medical professional and patient advocacy partners** who have been serving the needs of Alabama patients and caregivers for years and who know well the specific needs of their respective patient populations.
- 4) **Outreach to and education for support groups and foundations that serve disorders that may legally be treated with cannabis.** The Company, with approval by the Alabama Medical Cannabis Commission will produce and distribute information on how to become a registered patient, how the Company products are unique, and education on the historic uses of Cannabis while identifying and accommodating specific issues or barriers for patient populations, including such things as language, location, transportation and time.
- 5) **Engagement on the state and national stages to actively support social justice reforms** for the cannabis industry and stand up for injustice.

- 6) **Dedication to being a responsible employer** who values and invests in our employees, is committed to creating a transparent, positive and inclusive workplace culture, and is mindful of our impact on the community and the environment.
- 7) **Establish, measure and maintain sustainable business practices** to have a positive social and environmental impact for our communities and our planet.

The Company worked with a marketing professional to review the marketing and advertising opportunities available under the Alabama Medical Cannabis Commission Rules and Regulations Chapter 4, 538-x-4-.17. The State of Alabama's restrictions on advertising and marketing established by these and other rules make community engagement with patient advocacy, physician organizations and medical professionals the primary conduit by which Amapure will educate and serve Alabama's patient groups for approved qualifying conditions. Amapure engage these partners via:

- Medical Conferences and Trade Shows which provide an opportunity to educate the medical community about Alabama regulations, cannabis research and products suited to specific patient populations.
- The Company's Continuing Medical Education Institute, an online education and CME platform which will be provided via the amapure.com website section titled "Physician Portal" and will provide on-demand education, journal articles and medical literature for registered, Alabama-approved physicians.
- Professional Medical Society Conferences & Meetings during which the Company will educate healthcare professionals.
- Special Events sponsored and supported by the Company in coordination with our community outreach partners such as health education events and workshops, community health fairs, and other initiatives.

The following is a list of patient outreach organizations identified as prospective partners based on their ongoing work with patient populations for qualified conditions.

- Autism Spectrum Disorder (ASD) - Autism Support of Alabama: Autism Support of Alabama seeks to improve services for individuals with Autism Spectrum Disorders (ASD) and their families through education and advocacy.
- Cancer-related conditions - American Cancer Society in Alabama: The American Cancer Society in Alabama offers information, resources and many local programs and services to help Alabamians and their families during and after cancer treatment.
- Crohn's Disease - Chron's & Colitis Foundation: Alabama/NW Florida Chapter: a non-profit, volunteer-driven organization dedicated to finding the cures for Crohn's Disease and ulcerative colitis. Headquartered in Birmingham, AL, this chapter serves all of Alabama and the Florida Panhandle.
- Depression, Panic Disorder and Post Traumatic Stress Disorder (PTSD) - Disabled American Veterans of Alabama: dedicated to empowering veterans to lead high-quality lives with respect and dignity; National Alliance on Mental Illness (NAMI) Alabama: NAMI Alabama is a nonprofit organization dedicated to improving the lives of all individuals affected by mental illness by providing peer-led education, support, and advocacy programming, all at no cost to the community.
- Epilepsy or a condition causing seizures - Epilepsy Foundation Alabama: provides programs and services that support people and families impacted by epilepsy.
- HIV/AIDS-related nausea or weight loss - AIDS Alabama: Located in Birmingham, AIDS Alabama focuses on housing, policy and advocacy, supportive services, HIV/STI prevention and education, as well as free and confidential HIV/STI testing.
- Parkinson's disease - Parkinson Association of Alabama: The mission of the Parkinson Association of Alabama (PAA) is to improve the quality of life for patients, caregivers and families in Alabama affected by Parkinson's disease.
- Sickle Cell Disease - Sickle Cell Disease Foundation: local/regional chapters in Alabama: The Alabama Department of Public Health maintains a referral directory for the various local and/or regional chapters of the Sickle Cell Disease Foundation. Through these local organizations, Alabamians living with sickle cell disease and

their loved ones can access free sickle cell disease education, testing and counseling services.

- Spasticity associated with a motor neuron disease, including Amyotrophic Lateral Sclerosis (ALS) - The ALS Foundation: The mission of The ALS Association is to discover treatments and a cure for ALS, and to serve, advocate for, and empower people affected by ALS to live their lives to the fullest.
- Spasticity associated with Multiple Sclerosis (MS) or a spinal cord injury - National Multiple Sclerosis Society - Alabama, Louisiana & Mississippi Chapter: The National MS Society- AL, LA and MS Chapter helps each person affected in this geographic area to address the challenges of living with MS by raising funds for cutting-edge research, driving change through advocacy, facilitating professional education and providing programs and services that empower people with MS and their families to move their lives forward.
- Tourette Syndrome - Tourette Syndrome Local Support and Resources: state and local chapters and support groups provide local support across the nation for families, individuals, and adults with Tourette Syndrome and Tic Disorders and the professionals who serve them.
- Pain Conditions - US Pain Foundation: a national nonprofit organization dedicated to serving those who live with conditions that cause chronic pain, as well as their caregivers and care providers; National Pain Advocacy Center whose mission is to fight barriers to medication and care, uplift people with pain and expand available treatment and services.

### • **13.10 – An Environmental Impact Statement**

The Company has developed a draft Environmental Impact Statement (EIS) summarized here, to outline the anticipated impact of our operations on the local environment over the next three to five years. We have built a solid relationship and consulted with Mrs Ashley Powell, of the Alabama Department of Environmental Management, and will continue to formalize our EIS with guidance from a certified engineer.

**Energy consumption:** Newly designed-to-purpose hybrid facilities are under construction that will utilize a blend of sunlight and supplemental lighting from high efficiency LED fixtures. These adjustable spectrum 800-1000 Watt lights will draw ~9 amps each and create no additional heat gain, as compared to high-intensity discharge lights which are roughly 3 times as energy intensive and create heat. The facility will utilize 17 modern, new 10-ton HVAC units which will allow exceptional environmental control with high efficiency. These units run on self-contained 3 phase power, drawing only 45-60 amps depending on actual load that remains to be determined (a 50% lower current draw compared to 80-100 amps used by alternative 2-phase (220 V) systems). This power will be supplied by new transformers installed by Alabama Power, with the Company installing requisite interface boxes. In addition to this 3-phase cooling, the hybrid systems utilize Spire Natural Gas heating on demand, to maintain optimal environmental control during colder months with a far more efficient BTU consumption than would be provided by an electric heating system.

**Solventless extraction technology:** Contributing to The Company's low environmental impact is its selection of energy-efficient technologies that utilize zero alcohol or volatile hydrocarbons in the extraction process. This will be accomplished using a two-fold processing strategy that incorporates patent-pending, entirely solventless "cryo-kief" methods and a best in class Green Mill Parallel Pro CO2 extractor with Real Time Winterization. The Green Mill system allows for the production of primary extracts of cannabis essential oils using only compressed carbon dioxide as a solvent. As industrial CO2 is produced as a byproduct of the fuel and fermentation industries, it represents a very low greenhouse gas footprint, and produces no outgassing except for excess CO2 vented to the outside environment. Unlike all other known contemporary solvent-based strategies for extracting cannabis (i.e., ethanol, butane, etc.), our methods will generate zero residual volatile solvents in our medical cannabis, throughout all stages of production, and thus poses no risk of exposing vulnerable patient populations to this common source of contamination. Additionally, our facility will save considerable energy costs and generate a



smaller net carbon footprint by: purchasing far less solvent than with other strategies; and requiring no energy-intensive distillation and solvent recovery systems.

**Hazardous Materials Waste and Disposal:** The Company's solventless and CO<sub>2</sub>-only extraction methods will also allow us to be a Very Small Quantity Generator (VSQC) of hazardous wastes ( $\leq 220$  lb/mo). This will comprise mostly of solvents used in the operation of our internal analytical chemistry instruments as part of our QC/QA plan. Disposal will be coordinated under contract with an EPA-approved chemical disposal company, and following all regulations of the ADEM Land Division 14 - Hazardous Waste Program. We have developed a contact within this program to assist us with compliance on all aspects of hazardous waste management, Mr Jonah Harris.

**Waste Management:** The Company's cultivation and processing facilities are engineered with a raised bed septic system that significantly exceeds the necessary scale. The final size of the drain field, to be determined by a certified engineer, will be approximately 20,000 square feet, with a 5000 gallon solid waste tank that will be pumped out every 1-2 years. This over-accounts for anticipated flow rates, flushes per day and possible future inclusion of on-site laundry services, and is indeed being designed to accommodate at least a 50% increase in employee capacity and use. Whereas the Alabama Department of Health requires at least 100 feet of set-back from the current wellhead on the property, the perimeter of the drain field is presently set back 200 ft.

**Odor mitigation:** Although it is a common challenge in the cannabis industry, our cultivation and processing facility will generate no unwanted odors detectable off site of our well secluded property. This will be accomplished through a combination of carbon filtration air scrubbers in flowering rooms as well as utilizing odorOx, a proprietary chlorine dioxide (ClO<sub>2</sub>) generator, as an airborne deodorizer following protocols to be defined by our industrial hygiene partner Clean Theory, in accordance with the EPA listing for ClO<sub>2</sub>.

**Parking:** All retail dispensing sites secured by The Company include ample employee parking spots and space for secure receipt of deliveries, ensuring no impact on public parking availability or traffic flow.

- **13.11 – An insurance plan, including declarations pages and letters of intent, if any, from an A-rated insurer as to, at a minimum, casualty, workers’ compensation, liability, and (as applicable) auto or fleet policy.**

The Company Finance Manager is directly responsible for assuring all Company insurance policies are current. The Company will maintain liability and casualty insurance on all of its holdings. The Company has already obtained insurance from Harmon Dennis Bradshaw, Inc. who uses only A-rated insurers, for the Chestnut St. retail unit. Harmon Dennis Bradshaw, Inc is also carrying our commercial auto insurance.

Alliant Insurance Services, Inc will provide us with General Liability, Casualty and Worker’s Compensation Services.

**Owners**

Page 1

Issued 11-28-2022

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**BUSINESSOWNERS POLICY DECLARATIONS**

AGENCY HARMON DENNIS BRADSHAW INC  
17-0361-00 MKT TERR 040 (334) 273-7277

Effective 11-04-2022

INSURED ROBERT TORNELLO

**POLICY NUMBER 54-158-022-00**

Company Use 38-57-AL-2211

ADDRESS 2914 CHESTNUT ST  
MONTGOMERY AL 36107-3010

|              |                          |                          |
|--------------|--------------------------|--------------------------|
| Company Bill | <b>POLICY TERM</b>       |                          |
|              | 12:01 a.m. to 11-04-2022 | 12:01 a.m. to 11-04-2023 |

54643 (01-90)

Entity: Individual

**PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS**

| COVERAGE  | DEDUCTIBLE | LIMIT | PREMIUM | CHANGE |
|---|------------|-------|---------|--------|
| SPECIAL COVERAGE FORM<br>TERRORISM - CERTIFIED ACTS |            |       | \$12.84 |        |

**BUSINESS LIABILITY PROTECTION**

| COVERAGE  | LIMIT       | PREMIUM  | CHANGE |
|---|-------------|----------|--------|
| AGGREGATE LIMIT<br>(Other than Products - Completed Operations)     | \$2,000,000 | \$36.91  |        |
| LIABILITY AND MEDICAL EXPENSE                                       | \$1,000,000 | Included |        |
| Personal Injury   | Included    | Included |        |
| TERRORISM - CERTIFIED ACTS  |             | \$.97    |        |
| <b>BUSINESSOWNERS LIABILITY PLUS</b>                                |             | \$60.00  |        |
| Fire, Lightning, Explosion, Smoke, And Water Damage Legal Liability | \$300,000   | Included |        |
| Hired Auto & Non-Owned Auto Liability                               | \$1,000,000 | Included |        |
| Medical Expenses - Per Person                                       | \$10,000    | Included |        |
| Products - Completed Operations Aggregate                           | \$2,000,000 | Included |        |
| Blanket Additional Insured - Lessor of Leased Equipment             | Included    | Included |        |
| Blanket Additional Insured - Managers or Lessors of Premises        | Included    | Included |        |
| Blanket Waiver of Subrogation                                       | Included    | Included |        |
| Broadened Knowledge of Occurrence                                   | Included    | Included |        |
| Broadened Supplementary Payments Coverage                           | Included    | Included |        |
| Extended Watercraft Coverage  | Included    | Included |        |
| Newly Formed or Acquired Organizations                              | Included    | Included |        |
| Personal Injury Extension Coverage                                  | Included    | Included |        |

Forms that apply to all locations:

|               |                |                |               |                |
|---------------|----------------|----------------|---------------|----------------|
| 54521 (07-12) | BP0002 (01-87) | BP0006 (01-87) | 54961 (11-11) | BP0009 (01-87) |
| 54679 (12-20) | 54709 (04-10)  | 54098 (05-07)  | 54319 (04-20) | 54867 (03-08)  |
| 54656 (08-91) | 54088 (09-09)  | 64728 (02-14)  | 64776 (01-16) | 64842 (07-19)  |
| 64855 (04-20) | 64866 (12-20)  | 54621 (07-88)  | 54353 (10-08) |                |



December 19, 2022

Alliant Insurance Services, Inc.  
353 N. Clark St.  
Chicago, IL 60654

James Eaton  
Alabama Always, LLC  
2914 Chestnut Street  
Montgomery, AL 36107

P (312) 595-6245  
CA License No. 0C36861  
alliant.com

Dear Mr. Eaton,

Thank you for expressing interest in having Alliant Insurance Services, Inc. service Alabama Always, LLC’s insurance needs in connection with their effort to participate in the Alabama Medical Marijuana Program (the “Program”). Alliant has conducted due diligence into providing Alabama Always, LLC with the appropriate coverage for its business needs as a participant in the Program.

You have advised Alliant Insurance Services that Alabama Always, LLC will conduct its business operations in strict compliance with all applicable laws and regulations of the State of Alabama. Accordingly, subject to Alabama Always, LLC remaining in compliance with the above referenced laws and regulations, Alliant will endeavor to provide it with the coverage it needs to participate in the Program, including, but not limited to:

- \$1,000,000 per occurrence/\$1,000,000 aggregate professional liability coverage on a claims-made form. Quoting insurer will include Kinsale Insurance Company.
- \$1,000,000 per occurrence/\$2,000,000 aggregate product liability and general liability coverage on either a Claims-Made or Occurrence Form. Quoting insurers are James River Insurance Company, TriSura Specialty Insurance Company and Curotech Insurance Company.
- Property Insurance on a Special Form policy with Replacement Cost Valuation insuring Alabama Always, LLC-owned improvements & betterments, contents, & equipment. Property policy will include Business Interruption insurance in an amount equal to projected annual revenue & Crop coverage to insure living plants at the following stages: vegetative, flowering, harvested. Quoting insurers are: American Federation Insurance Company & Trisura Specialty Insurance Company.

Thank you for expressing interest in allowing Alliant Insurance Services to service Alabama Always, LLC’s insurance needs in connection with its participation in the Program. We look forward to assisting you in this exciting endeavor.

Sincerely,

John P. Harney  
EVP/Managing Director  
Alliant Insurance Services

**Auto-Owners**

Page 1

58970 (1-16)  
Issued 12-13-2022

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY HARMON DENNIS BRADSHAW INC  
17-0361-00 MKT TERR 040 (334) 273-7277

**COMMERCIAL AUTO POLICY DECLARATIONS  
STANDARD PROGRAM**

Effective 12-08-2022

**POLICY NUMBER 54-210-943-00**

Company Use 38-04-AL-2212

**ITEM ONE**

NAMED INSURED ALABAMA ALWAYS LLC

Company  
Bill

| POLICY TERM |               |
|-------------|---------------|
| 12:01 a.m.  | 12:01 a.m.    |
| 12-08-2022  | to 12-08-2023 |

ADDRESS 2914 CHESTNUT ST  
MONTGOMERY AL 36107-3010

Entity: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

| COVERAGES                       | COVERED AUTOS SYMBOLS | LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS   | PREMIUM     |
|---------------------------------|-----------------------|---|-------------|
| Combined Liability              | 1                     | \$1Million each accident  | \$2,746.61  |
| Uninsured Motorist Coverage     | 7                     | Uninsured Motorist - \$1Million each person/\$1Million each accident                      | \$1,404.72  |
|                                 |                       | Uninsured Motorist Property Damage  | No Coverage |
| Medical Payments                | 7                     | \$5,000 each person   | \$135.68    |
| Physical Damage                 | Comprehensive         | \$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE. | \$846.29    |
|                                 | Collision             | \$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE. | \$1,786.56  |
|                                 | Road Trouble Service  |   | No Coverage |
|                                 | Additional Expense    |   | No Coverage |
| <b>Premium for Endorsements</b> |                       |   | \$60.79     |
| <b>ESTIMATED TOTAL PREMIUM*</b> |                       |   | \$6,980.65  |

\* This policy may be subject to final audit.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Exhibit 14 – Evidence of Business Relationship with Other Licensees and Prospective Licensees

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 13 – Evidence of Business Relationship with Licensees and Prospective Licensees.**

The Applicant has submitted exemplars memoranda of understanding between themselves and:

- 14.1 – Any Cultivator or prospective Cultivator.
- 14.2 – Any Processor or prospective Processor.
- 14.3 – Any Secure Transporter or prospective Secure Transporter.
- 14.4 – Any Dispensary or prospective Dispensary.
- 14.5 – Any Integrated Facility or prospective Integrated Facility.
- 14.6 – Any State Testing Laboratory or prospective State Testing Laboratory.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 14 – Business Relationship with Other Licensees & Prospective Licensees

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALABAMA ALWAYS, LLC  
AND Licensed Cultivator**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as “Alabama Always, LLC”) whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and [REDACTED], (hereinafter referred to as “[REDACTED]”) whose address is: [REDACTED]. Both entities are hereinafter referred to as “the Parties”.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with [REDACTED] to sell and buy cannabis flower with [REDACTED] for use in approved medical cannabis products.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

4. **Responsibilities of Alabama Always, LLC.** Alabama Always, LLC will provide its Cannabis clones or bulk dried flower to [REDACTED] at a price that agreed upon by both parties. The products provided by Alabama Always, LLC shall be in all respects the same as the products offered by Alabama Always, LLC’s to other cultivators. Alabama Always, LLC will provide secure transport of their products to [REDACTED] facilities. Alabama Always, LLC may charge an additional fee for transport of their products.

6. **Responsibilities of [REDACTED]:** [REDACTED] will purchase Alabama Always, LLC’s unique cultivars and bulk flower for medical cannabis products of other licensed entities from the State of Alabama. [REDACTED] agrees to abide by all the rules and regulations for the sale of medical cannabis in Alabama for the products purchased from Alabama Always, LLC under this MOU and any contract that is negotiated and signed between the Parties for such sales.

7. **General Provisions**



**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

---

[Name and Title ]                      Date

Contact information:

**Cultivators Name**

---

[Name and Title]                      Date

Contact information:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALABAMA ALWAYS, LLC  
AND Processor**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as “Alabama Always, LLC”) whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and [REDACTED], (hereinafter referred to as “[REDACTED]”) whose address is: [REDACTED]. Both entities are hereinafter referred to as “the Parties”.

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with [REDACTED] to provide processing services for Alabama Always, LLC., in the case of a natural disaster or equipment failure.

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

**4. Responsibilities of Alabama Always, LLC.** Alabama Always, LLC will agree to pay [REDACTED] at a price that agreed upon by both parties. Alabama Always, LLC will notify [REDACTED] when they need additional support for the processing of medical cannabis or the manufacturing or packaging of medical cannabis products.

**6. Responsibilities of [REDACTED]:** [REDACTED] will maintain strict adherence to the laws governing the processing of medical cannabis as established in state law. [REDACTED] will keep confidential any proprietary formulations provided by Alabama Always, LLC., in the course of business. [REDACTED] will follow all SOPs provided by Alabama Always, LLC. All products produced will have a Certificate of Analysis and conform to Alabama Always, LLC., specifications.

**7. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

---

[Name and Title ]                      Date

Contact information:

**Processor Name**

---

[Name and Title]                      Date

Contact information:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALABAMA ALWAYS, LLC  
AND GREEN PHOENIX HOLDINGS, LLC**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as “Alabama Always, LLC”) whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and Green Phoenix Holdings, LLC whose address is 174-C South 26th St Gadsden, AL 35904. Both entities are hereinafter referred to as “the Parties”.

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with Green Phoenix Holdings, LLC to have Green Phoenix Holdings, LLC process cannabis plants for Alabama Always, LLC OR for Green Phoenix Holdings, LLC to have Alabama Always, LLC process cannabis plants for Green Phoenix Holdings, LLC.

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

**4. Responsibilities of Alabama Always, LLC and Green Phoenix Holdings, LLC.** Alabama Always, LLC will provide its cannabis plants to Green Phoenix Holdings, LLC for processing or Green Phoenix Holdings, LLC will provide their cannabis plants to Alabama Always, LLC for processing. The actual price charged by either company for these processing services will be determined between the Parties in a definitive contract between the parties. Alabama Always, LLC will provide secure transport of their cannabis plants to Green Phoenix Holdings, LLC’s processing site. Alabama Always, LLC may charge an additional fee for transport of Green Phoenix Holdings, LLC plants to Alabama Always, LLC.

**5. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually

agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

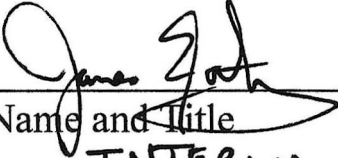
**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.


**6. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

  
Name and Title \_\_\_\_\_ Date 12/29/22  
INTERIM MANAGER  
Contact information:

**Green Phoenix Holdings, LLC**

DocuSigned by:  
  
885C655B3D81469...  
Name and Title CEO Date 12/30/2022  
Contact information:



**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALABAMA ALWAYS, LLC  
AND CAPITAL**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as “Alabama Always, LLC”) whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and Capital Medical LLC, (hereinafter referred to as “Capital”) whose address is: Both entities are hereinafter referred to as “the Parties”.

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with Capital to sell its licensed, packaged medical cannabis products to Capital for sale in its licensed medical cannabis dispensaries.

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

**4. Responsibilities of Alabama Always, LLC.** Alabama Always, LLC will provide its medical cannabis products to Capital at a price that is reduced from the retail price charged in Alabama Always, LLC’s own dispensaries for the same products. This actual price charged by Alabama Always, LLC will be determined between the Parties but the goal will be that the products will cost 60% of the retail price that Alabama Always, LLC charges for the same product at its own dispensary locations, if possible. The products provided by Alabama Always, LLC shall be in all respects the same as the products offered at Alabama Always, LLC’s dispensaries, including packaging and information about the products. Alabama Always, LLC will provide secure transport of their products to Capital’s dispensary sites. Alabama Always, LLC may charge an additional fee for transport of their products.

**6. Responsibilities of Capital:** Capital will purchase Alabama Always, LLC’s full range of medical cannabis products for sale in their dispensaries on a non-exclusive

basis, meaning they will be able to offer the medical cannabis products of other licensed entities from the State of Alabama. Capital agrees to abide by all the rules and regulations for the sale of medical cannabis in Alabama for the products purchased from Alabama Always, LLC under this MOU and any contract that is negotiated and signed between the Parties for such sales.

## **7. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

---

[Name and Title ]                      Date

Contact information:

**Capital Medical LLC**

---

[Name and Title]                      Date

Contact information:

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ALABAMA ALWAYS, LLC AND ALABAMA SECURE  
TRANSPORT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as "Alabama Always, LLC") whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and Alabama Secure Transport LLC, (hereinafter referred to as "Secure") whose address is: 4204 Selma Highway Suite 103, Montgomery, AL 36108 Both entities are hereinafter referred to as "the Parties".

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with Secure to transport licensed, packaged medical cannabis products to Alabama Always licensed medical cannabis dispensaries or to transport un-processed cannabis plants grown by an independent cultivator to the Alabama Always processing facility or to transport Alabama Always, LLC's products to a lab or other an independent processing facility.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

4. **Responsibilities of Alabama Always, LLC.** Alabama Secure Transport will provide Alabama Always, LLC with prices for transporting cannabis good by listing the rates they will charge either by volume, weight, number of packages or other measures either per mile or per trip from one place to another in the State of Alabama. its medical cannabis products to Secure at a price that is reduced from the retail price charged in Alabama Always, LLC's own

6. **Responsibilities of Secure:** Secure will purchase Alabama Always, LLC's full range of medical cannabis products for sale in their dispensaries on a non-exclusive basis, meaning they will be able to offer the medical cannabis products of other licensed entities from the State of Alabama. Secure agrees to abide by all the rules and regulations for the sale of medical cannabis in Alabama for the products purchased from

Alabama Always, LLC under this MOU and any contract that is negotiated and signed between the Parties for such sales.

**7. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

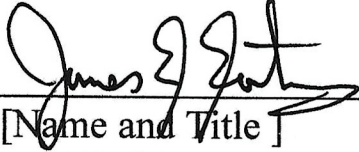
**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

  
\_\_\_\_\_  
[Name and Title]                      12/29/22  
Date  
**INTERIM MANAGER**  
Contact information:

**Alabama Secure Transport**

*Porter Reaves* President      12/29/22  
\_\_\_\_\_  
[Name and Title]                      Date

Contact information:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALABAMA ALWAYS, LLC  
AND State Testing Lab**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Alabama Always, LLC, (hereinafter referred to as “Alabama Always, LLC”) whose address is: 2914 Chestnut Street, Montgomery, AL 36107, and [REDACTED], (hereinafter referred to as “[REDACTED]”) whose address is: [REDACTED]. Both entities are hereinafter referred to as “the Parties”.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Alabama Always, LLC will enter into a contract with [REDACTED] to provide third party testing services for Alabama Always, LLC., in order to meet quality control standards.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for one year from the date of signature. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, by certified mail or by email to the address as a contact for the Parties. This MOU may be replaced with a contract between the Parties at any time.

4. **Responsibilities of Alabama Always, LLC.** Alabama Always, LLC will agree to pay [REDACTED] at a price that agreed upon by both parties. Alabama Always, LLC will notify [REDACTED] when they have batches of flower, essential oils, primary oils, manufactured medical cannabis products, and finished products ready for testing.

6. **Responsibilities of [REDACTED]:** [REDACTED] will maintain strict adherence to the laws governing the testing of medical cannabis as established in state law. [REDACTED] will keep confidential any proprietary formulations provided by Alabama Always, LLC., in the course of business. All products tested will have a Certificate of Analysis and conform with state law and to Alabama Always, LLC., specifications.

7. **General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Montgomery, Alabama.

**D. Entirety of Agreement.** This MOU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU which will lead to a contract between the Parties. The parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this agreement.



**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Alabama Always, LLC**

---

[Name and Title ]                      Date

Contact information:

**Testing Lab Name**

---

[Name and Title]                      Date

Contact information:

# Exhibit 15 – Coordination of Information from Registered Certifying Physicians

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by:  
*Michael Bruce*  
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12/30/22

Signature of Verifying Individual

Verification Date

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 15 – Coordination of Information from Registered Certifying Physicians.**

The Applicant chose an ERP, Enterprise Resource Planning system as the backbone of its technology. An ERP combines finance, supply chain, procurement, manufacturing, risk management, transportation manifests, POS, and other services for creating business-related planning. “SAP” is “Systems Applications and Products in Data Processing”, the most robust platform for ERP systems. The Applicant has engaged Seed and Beyond as our technical solutions provider.

Seed and Beyond, is a product offered by Nine Boards LLC a leading global information technology company. Nine Boards LLC received the Top Innovation Partner Award at the 2022 SAP SMB Innovation Summit for its Cannabis enterprise resource system built on SAP Business One of HANA. The system is cloud based and hosted on Microsoft Azure. Azure meets all the cybersecurity standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443.

Seed and Beyond integrates seamlessly with METRC, the Seed to Sale tracking system chosen by the Alabama Medical Cannabis Commission. Seed and Beyond is already working with state registries and METRC in other states.

The Applicant has engaged Seed and Beyond to create an API with the Alabama Medical Cannabis Patient Registry System upon receipt of our license as an Integrated Facility. An API is a secure connection between two or more applications that will allow us to share data in real time with the Patient Registry.

The Company Policy D22:002 Minimum Operating Standards, requires a retail dispensary must have at least one Certified Dispenser on duty and the POS integration system must be operational and synchronized with the Alabama Medical Cannabis Patient Registry System

Retail staff, overseen by a Certified Dispenser, will be trained in the use of the Seed and Beyond System. The staff will confirm the person seeking to purchase medical cannabis is a qualified patient by interfacing with the Alabama Medical Cannabis Patient Registry System. The dispensary clerk, supervised by a Certified Dispenser, will confirm that the patient holds a valid, current, unexpired, and unrevoked medical cannabis card. They will confirm the medical cannabis requested conforms to the type and amounts recommended by the physician and the patient has not exceeded their 60-day supply.

Patients who express concerns about drug interactions, are seeking medical advice, or who are unclear about the recommendation of their physician will be directed to a Certified Dispenser. Certified Dispensers are trained by a medical cannabis foundation in the proper methods for interacting with, and coordinating information and certifications from registered certifying physicians. Certified Dispensers will ensure that employees of the Company do not appear to be giving medical advice to a patient. Certified Dispensers may from time-to-time speak to a recommending physician on behalf of a patient. These interactions will be documented in the dispensing notes.

Company policy requires that certain Company Officers, Compliance staff, Retail Managers, Retail Assistant Managers and Patient Relations Specialists, will annually, in addition to other training requirements, receive no fewer than ten (10) hours of continuing education training to maintain their status as a Certified Dispenser. The continuing education will be on the proper dispensing procedures, including the requirements of the Alabama Medical Cannabis Act. The Compliance Training Manager will annually review the Company's operating processes related to receiving and coordinating information and certifications from registered certifying physicians to assure we are in compliance with Alabama law and rules established by the Alabama Medical Cannabis Commission.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 16 – Point-of-Sale Responsibilities

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 16 – Point-of-Sale Responsibilities.**

Company policy G22:102, Onboarding New Hires, includes documenting minimum training requirements as determined by the position type. Policy G22:102, new employees access to the Company payroll partner, Paycor. The Paycor system meets minimum cyber security industry standards for protecting employees' sensitive information. The Paycor Payroll system allows the Company to customize training modules and track new employees' progress through the training program. During the initial 30-day training period, every employee will have a virtual tour of each division within the Company in order to have a better understanding of how important they are to the integrated process. Employees must meet benchmarks for their job description within 30-days of hiring according to the Company policy G22:103, Periodic Reviews.

All Company employees are considered customer-facing and will demonstrate knowledge of the products the applicant has proposed. Training will include a general knowledge of the processes used in cultivation, extraction, and manufacturing of the Company's offerings. All of the applicant's team members will be versed in the use of cannabis as medicine, how a person in Alabama can become a patient, the guardrails established by Alabama State Law, and the Alabama Medical Cannabis Commission Rules 538-x-2-.03 Requisite Conditions to Qualify as a Registered Qualified Patient and 538-x-2-.04 Caregiver Qualifications, at a minimum.

The Chief Executive Officer, Compliance Training Manager, all Retail Managers, and Retail Assistant Managers must be Certified Dispensers as outlined in Alabama Medical Cannabis Commission Rule 538-x-8-.03. Retail Managers, Retail Assistant Managers, the Compliance Training Manager, and Chief Executive Officer, will annually, in addition to other training requirements, receive no fewer than ten (10) hours of continuing education training to maintain their status as a Certified Dispenser. The continuing education will be on the proper dispensing procedures, including the requirements of the Alabama Medical Cannabis Act, prevention of abuse and diversion of medical cannabis and topics related to

public health, safety, good business practices, and items relating to cannabis, medical cannabis, and dispensing thereof. The Company's Chief Executive Officer has created training materials for several nationally respected certification programs, including Healer.com training. He has created numerous lectures for programs offering Continuing Medical Education credits for physicians through the Patients Out of Time Foundation. These programs serve as the basis of the Company's internal associate training program.

The Company has designated a position for Patient Relations Specialists. The Patient Relations Specialist will receive Certified Dispenser training for the purposes of consulting directly with patients and caregivers on the Company's medical cannabis products. Retail Managers, Assistant Managers, and Patient Relations Specialists will demonstrate knowledge of the product's shelf life, potential side effects, and instructions for use. In compliance with Alabama Medical Cannabis Commission Rule 538-x-6-.05, Labeling and Packaging by Processors, the Company's products shall contain a QR code that links to information about the product, including expiration dates, the type of product, and the date of processing and packaging. The Retail Manager, Retail Assistant Manager, and Patient Relations Specialists will demonstrate knowledge of the processes used by the Company, the known uses for the product, proposed dosing guidelines, and resources for additional information on the person's illness and the use of cannabis.

Patient Relations Specialists will be available by phone during published hours to assist patients and caregivers who have specific questions about the Company's products, the use of medical cannabis, or concerns about side effects. Questions about prescription drug interaction with cannabis products will be directed to the patient's pharmacist or recommending physician. Patient Relations Specialists, Retail Managers, or Assistant Retail Managers will ensure that employees of the Company do not appear to be giving medical advice to a patient.

Employees in the Retail Division must demonstrate an understanding of the applicant's integrated sales and inventory management software, Seed and Beyond. This will include

confirming the person is a qualified patient by interfacing with the Alabama Patient Registry. The dispensary clerk, supervised by a Certified Dispenser, will confirm that the patient holds a valid, current, unexpired, and unrevoked medical cannabis card. They will confirm the medical cannabis requested conforms to the type and amounts recommended by the physician and the patient has not exceeded their 60-day supply.

In addition to training specific to the position, new officers, administrators, managers, and salaried employees shall complete no less than 20 hours of training provided by a medical cannabis foundation, at the time of hiring or prior to the commencement of operations. Officers, administrators, managers, and salaried employees who have direct contact with cannabis or medical cannabis shall have no less than five (5) hours of education regarding the safety of cannabis and medical cannabis. Upon completion of the required training, the individual who completed the course will sign a Certificate of Completion, which shall be retained in the individual's Employee File for no less than three (3) years. The Certificate shall also be signed by the Compliance Training Manager, another person tasked with oversight of the Company's continuing education compliance, or an officer of the Corporation.

Hourly employees must complete no less than ten (10) hours of training as provided by a medical cannabis foundation, at the time of hiring or prior to the commencement of their duties. Hourly employees who have direct contact with cannabis or medical cannabis shall have no less than five (5) hours of education regarding the safety of cannabis and medical cannabis. Upon completion of the required training, the individual who completed the course will sign a Certificate of Completion, which shall be retained in the individual's Employee File for no less than three (3) years. The Certificate shall also be signed by the Compliance Training Manager, another person tasked with oversight of the Company's continuing education compliance, or an officer of the Corporation. Form A22-Employee Training Metric shall be maintained for each employee and every owner of the Company.



The Compliance Training Manager (CTM) assures all employees are trained in and maintain compliance with the Company's standard operating procedures as laid out in the Policies and Procedures manual for each division. The Compliance Training Manager is responsible for the retention of records related to the Company's compliance with all local, state, and federal laws, including documentation of the 20-hours of annual continuing education training for owners, officers, administrators, and managers. The CTM will retain the Certificates of Completion required by Alabama Medical Cannabis Commission Rule 538-x-4-.04. The Certificates of Completion will be signed by the individual receiving the training and countersigned by the Compliance Training Manager, another person tasked with oversight of the Company's continuing education compliance or an officer of the Corporation. The CTM will maintain Certificates of Completion for each employee for no less than 3-years.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



**PACKAGE INSERT: 2:1 TINCTURE**

**2:1 TINCTURE**

PRODUCT: 500MG Tincture Bottle  
 PER BOTTLE: 500MG THC, 250MG CBD  
 PER DOSE: 1MG THC, .5MG CBD  
 TOTAL DOSES: 500  
 1 Dose = 1 Drop  
 Other Ingredients: MCT Oil

**INTRODUCTION**

This product information insert provides information about Amapure's 2:1 Tincture. Please read it and keep it in case you need to review the information again. Ask your doctor if you have any questions.

2:1 Tincture contains delta-9 tetrahydrocannabinol (THC) and cannabidiol (CBD) extracted from the Cannabis Sativa L. (marijuana) plant. THC is a psychoactive phytocannabinoid which works on the body's internal endocannabinoid system. Cannabidiol is a non-psychoactive phytocannabinoid which works on the body's internal endocannabinoid system.

**CLINICAL PHARMACOLOGY**

The therapeutic effects of cannabis are a result of the interaction of the plant's cannabinoid compounds with the human endocannabinoid system (ECS), a biological system that exists throughout the central and peripheral nervous systems, immune system, and within many other tissues including the gastrointestinal system, reproductive and urinary tracts, endocrine organs, heart, and circulatory system. The ECS acts to regulate a variety of physiological processes through the function of CB1 and CB2 receptors. CB1 receptors are found predominantly within the central nervous system, where they generally act to dampen neuronal excitability, but also sparsely throughout the body as mentioned above. CB2 receptors are primarily located in tissues associated with immune function, including the spleen, thymus, lymph nodes, white blood cells and tissue macrophages throughout the body.

The most predominant and well-known cannabinoids in cannabis are delta-9 tetrahydrocannabinol (THC) and cannabidiol (CBD). THC acts as a partial agonist at both CB1 and CB2 receptors, mimicking the effects of the endocannabinoids (our body's naturally occurring cannabinoids). Signaling by activated CB1 and CB2 receptors influences (generally decreases) the release of neurotransmitters (CB1) or inflammatory mediators (CB2). THC's actions at the CB1 receptor account for the psychoactive effects of cannabis.

In contrast, cannabidiol (CBD) is not overtly psychoactive. It does not activate either CB1 or CB2 receptors, but has been found to partially inhibit the effects of THC at CB1 when present at the same time, by a mechanism called negative allosteric antagonism. CBD also directly influences a significant number of other targets including TRPV receptor ion channels, serotonin 1a receptors, and nuclear receptors called PPAR-gamma.

Other cannabinoids and terpenes present in cannabis are also bioactive and believed to have therapeutic actions through various targets.

**DOSAGE AND ADMINISTRATION**

Effective dosing is highly individualized and relies to a great extent on titration. Patients with no recent prior experience with cannabis and initiating cannabis therapy for the first time are cautioned to begin at a very low dose and to stop therapy if undesirable side effects occur, including unwanted psychoactivity. Even some experienced users may benefit most from low (<10 mg) amounts of THC.

When using Amapure's 2:1 Tincture, the patient will usually feel an effect within 1-2 hours after ingestion. The effect will usually last 4-6 hours, or longer.

Medical cannabis may have a "biphasic effect," meaning that at low doses it may produce one effect (such as wakefulness) while at higher doses it may produce the opposite effect (such as sleepiness). This is why it is important to carefully titrate the dosage of cannabis, or adjust the amount used to achieve the desired effect.

One drop, or multiple drops, 2:1 Tincture should be placed inside the mouth between the cheek and gums or on the tongue and allowed to be absorbed.

A starting dose for 2:1 tincture for most conditions ranges from 5mg to 10mg per day. Consult your physician's recommendations.

**INDICATIONS AND USE**

The State of Alabama has approved medicinal cannabis for the following conditions:

- Autism
- Cancer-related weight loss or chronic pain
- Crohn's
- Depression, epilepsy or condition causing seizures
- HIV/AIDS-related nausea or weight loss
- Panic disorder
- Parkinson's
- Persistent nausea not related to pregnancy
- PTSD
- Sickle Cell
- Spasticity associated with diseases including ALS, multiple sclerosis, and spinal cord injuries
- Terminal illnesses
- Tourette's
- Chronic pain for which conventional therapies and opiates should not be used or are ineffective

**AMAPURE**

Amapure's mission is to serve the patients of Alabama with science-based cannabis products that are created with the highest standards. We envision patients finding a new standard of wellness when high quality Cannabis products are added to their healthcare routine.



**CONTRAINDICATIONS**

Patients with history of hypersensitivity to any compound found in cannabis or ingredients used in infused products including concentrates, tinctures, tablets, other oral dosage forms, and topicals.

**WARNINGS AND PRECAUTIONS**

This product has intoxicating effects and may be habit forming. There may be health risks associated with the consumption of this product. This product is infused with cannabis or compounds of cannabis, containing THC can impair concentration, coordination

This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.

The risk/benefit ratio of using cannabis should be carefully evaluated in patients with the following medical conditions because of individual variation in response and tolerance to its effects:

*Any person under the age of 18 as the effect of cannabis use on the mental health in this patient population is not clearly understood.*

*It may be illegal to possess the product outside of Florida, and that it is illegal to transfer the product to a person other than the qualified patient or their caregiver.*

*This product may affect other medications/patient should consult doctor if on other medications.*

*Cannabis should not be used in patients with severe cardio-pulmonary disease because of occasional hypotension, possible hypertension, syncope, or tachycardia,*

*Cannabis should not be used in patients with severe liver or renal disease. Cannabis should be used with caution and close supervision in patients with a personal history of psychiatric disorders (especially schizophrenia), or a family history of schizophrenia. Patients with mania or depression and using cannabis or a cannabinoid should be under careful psychiatric monitoring.*

*Cannabis should be used with caution in patients with a history of substance abuse, including alcohol abuse, because such individuals may be more prone to abuse cannabis.*

*Cannabis should be used with caution in patients receiving concomitant therapy with sedative-hypnotics or other psychoactive drugs because of the potential for additive or synergistic CNS depressant or psychoactive effects. Cannabis may also exacerbate the CNS depressant effects of alcohol and increase the incidence of adverse effects.*

*Cannabis is not recommended in women who are pregnant or who are breastfeeding.*

*Cannabis hyperemesis syndrome is a rare condition of severe vomiting that has been reported to be relieved by hot showers and ceases with discontinuation of cannabis use.*

*Unused product may be returned to the dispensary where purchased for disposal.*

*All medical cannabis products need to be securely stored out of the reach of children and pets.*

*Store upright in original container away from direct sunlight at room temperature, 59 to 86°F (15 to 30°C).*

**ADVERSE REACTIONS**

Adverse effects to cannabis are short-lived and generally not serious. The most common adverse effects may include:

- coughing • dizziness • drowsiness • somnolence
- euphoria • paranoia • abnormal thinking
- nausea/vomiting • increased or decreased appetite
- poor quality sleep • dry eyes and mouth

# Exhibit 17 – Confidentiality of Patient Information

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
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**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 17 – Confidentiality of Patient Information.**

The Applicant has developed a plan pursuant to Rule 538-x-3-.05-3.m.(16)(i) and Rule 538-x-4-.07-12.o.(9), for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers. The Applicant's plan includes a set of protocols for maintaining the confidentiality of patient information in accordance with HIPAA arising from or related to dispensary access to the Patient Registry and/or from any other source. The Applicant has three primary areas of focus relative to its patient and caregiver information confidentiality plan: maintaining confidential and/or protected health information; maintaining employee and company-wide compliance with the requirements of the Health Insurance Portability and Protection Act of 1996 (HIPAA); and, ensuring the Applicant's cybersecurity protocols and infrastructure are robust and secure.

As the Applicant's identified Director of Compliance, Dr. Amy Hinton also serves as the Chief Privacy Officer. Dr. Hinton holds the Registered Health Information Administrator (RHIA) credential from the American Health Information Management Association (AHIMA) and is a former Assistant Professor of Health Information Management. In collaboration with Advisory Council member and Health Information Management expert Dr. Sabine Simmons, a robust employee training program will be developed to ensure retail site staff and other employees dealing with dispensary access to the Patient Registry are well-trained. Dr. Simmons holds the RHIA credential, but also is Certified in Healthcare Privacy and Security (CHPS) and by AHIMA. The employee training program will cover not only HIPAA requirements relative to the confidentiality of PHI, but also the Applicant's own, robust policies and standard operating procedures for maximizing patient confidentiality for registered patients and caregivers who enter any of the Applicant's retail sites to purchase medical cannabis for a qualifying health condition.

The employee privacy and confidentiality training program consists of four (4) discrete modules: (1) a module on what constitutes PHI, the HIPAA statute, and its privacy and confidentiality requirements; (2) a module on best practices, promising practices, and evidence-based practices in patient privacy and confidentiality, incorporating information from AHIMA; (3) a module on the Applicant's cybersecurity practices and protocols, designed to ensure the protection and confidentiality of patient information; and, (4) a module on the Applicant's own internal policies and procedures regarding patient confidentiality and the protection of PHI. All retail site employees will complete the training program before being allowed to access the Patient Registry in any retail site. The employee will receive a certificate of completion that will be placed in the employee's personnel file. Employees will also receive an annual "refresher" training on all four modules, to ensure they are aware of any changes to patient privacy laws and/or to company policies and procedures regarding patient privacy and confidentiality.

### **Cybersecurity for Sensitive, Confidential and Protected Health Information**

Regarding cybersecurity generally and confidentiality of PHI specifically, the Applicant chose to contract with an ERP, Enterprise Resource Planning system, as the backbone of its technology. An ERP combines finance, supply chain, procurement, manufacturing, risk management, transportation manifests, POS, and other services for creating business-related planning. "SAP" is "Systems Applications and Products in Data Processing", the most robust platform for ERP systems. The Applicant has engaged Seed and Beyond, at our expense, as our technical solutions provider.

Seed and Beyond, is a product offered by Nine Boards, LLC., a leading global information technology company. Nine Boards, LLC., received the Top Innovation Partner Award at the 2022 SAP SMB Innovation Summit for its Cannabis enterprise resource system built on SAP Business One of HANA. The system is cloud based and hosted on Microsoft Azure. Azure meets all the cybersecurity standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443. The Seed and Beyond system has passed rigorous compliance audits, including HIPAA, HITECH,

and PCI-DSS. The Cloud based system provides built-in disaster recovery capability and business interruption protection. In accordance with best practices in Health Information Management as put forth by AHIMA and the legal requirements of HIPAA, in the unlikely event of a cybersecurity breach, the Applicant will follow all applicable requirements set forth for business entities in the HIPAA Breach Notification Rule [45 CFR §§ 164.400-414].

### **Privacy and Confidentiality Protocols for Retail Dispensary Sites**

The Applicant has developed an initial set of patient confidentiality and privacy protocols based on best practices and evidence based practices published by AHIMA. To maximize patient privacy and confidentiality, the Applicant plans to implement the following privacy and confidentiality practices at its five (5) retail dispensary sites in Phase I:

- development and implementation a set of a HIPAA compliant patient/caregiver forms, to include privacy, protection and restrictions on disclosure;
- retail dispensary site staff will operate under the supervision of a Certified Dispenser;
- restricting physical access to retail dispensary sites to current medical cannabis card holders (patient and caregiver) and the Applicant's employees only;
- a secondary verification of patient/caregiver identity by requesting a current, government-issued photo ID to enter a retail dispensary sites;
- posting visible signage restricting the use of cell phones and mobile devices inside retail dispensary sites to ensure no patients or caregivers are recorded or photographed without their knowledge or consent;
- adding physical privacy safeguards at all retail dispensary sites, to include applying window tints on all glass windows where the general public could possibly see into the dispensary from outside and observe the patients and caregivers inside and, providing a separate space for patient and caregiver consults with retail dispensary site staff that cannot be observed and/or overheard by other patients, caregivers, or company employees working at the retail dispensary site.

Additional patient/caregiver privacy and confidentiality protocols for retail dispensary sites will be added and the initial and “refresher” employee training modules will be updated to reflect these changes, as needed. It is noted that the structural individuality of each retail dispensary site may require unique privacy and confidentiality

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 18 - Money Handling and Taxes

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

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**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**



**PART III. – BUSINESS/MANAGEMENT APPROACH**

**Exhibit 18 – Money Handling and Taxes.**

The Company has accounts with Valley National Bank which serves Alabama customers in multiple locations. Valley National Bank's national Cannabis-related Business (CRB) banking program gives the Company access to banking solutions to help us comply with Alabama laws and regulations, serve our customer's needs and allows us to effectively grow and manage our business. The Valley National Bank CRB system is fully compliant with Federal banking guidelines for handling cannabis transactions and deposits.

Valley National Bank provides the Company online and mobile banking solutions for all account and transaction details, verification of both cash and other deposits, and transfers from any location. Their Cannabis Related Banking team is dedicated to providing services exclusively to their cannabis banking customers like our Company.

Cash and electronic sales transactions at our five retail stores will be handled by our Company and Valley National Bank as follows: The product can be paid for by the patient in the following ways: in cash, by personal check, by the CanPay mobile payment app, or by a similar mobile payment APP that is federally compliant and in use for cannabis sales. In order to serve our patients, our Company will provide an ATM inside the premises of each dispensary site. Valley National Bank's Cannabis Banking program eliminates the need for our company to have any contact with their local branch network.

All transactions, including cash handling are either online or performed through Valley National Bank's armored car partner, Empyreal Logistics. Empyreal offers a number of integrated solutions, but at the heart of their "cash in transit" (CIT) system are their "smart safes." These smart safes will allow our company to make daily bank deposits into these armored, tamper-proof safes, secured with a locking system, located on-site at our dispensaries.

Empyreal monitors these machines remotely 24 hours a day, 7 days a week. As our employees feed cash into the smart safe, the safe will register and record the deposit and

upstream that information to Emyreal and Valley National Bank through an online link. This system is integrated with the Green Check software system used by Valley Bank for its cannabis business with its “Compliance Rules Engine” to insure compliance with all regulations. Accounting for cash deposits into the “smart safe” is at the core of the Green Check system. Once the cash is deposited into the smart safe, our company employees no longer have access to that cash. It is safely deposited with Emyreal.

Valley Bank will show cash collected in the ‘smart safe’ as a provisional deposit to our account through the link with Emyreal. When the smart safe reaches a predetermined amount of cash deposits, Emyreal will replace it with another, empty smart safe. Their armored vehicle will remove the previous safe with the cash inside and give us a new smart safe to use. Emyreal can also use that opportunity to reload our ATM with cash to dispense to patients.

This “smart safe”, cash in transit system provides instant online compliance with accounting for cash transactions, lessens the risk of robbery at our facility since we have no access to the smart safe, lessens the possibility of employee fraud and theft of cash and eliminates the risk and danger that we would have if our unarmed employee was attempting to transport cash to a bank branch on a routine basis.

Valley Bank offers a seamless, integrated compliance banking platform for cannabis customers through its software partner, Green Check Verified. Their system integrates banking services with a compliance program tailored to Alabama's cannabis laws. Green Check Verified assures the Company is following Federal regulations for cannabis transaction monitoring, and for the movement and deposit of funds from cannabis. Green Check Verified also calculates tax obligations based on the daily revenues.

Our Company’s internal operating system provided by Seed & Beyond will be integrated with Valley Bank through an API interface with Green Check Certified. This will include integration of the Point of Sale and Invoice Tracking system to the Green Check system. Green Check will customize the Alabama system to comply with all of Alabama’s laws and regulations.

By integrating Green Check, sales will automatically sync to Green Check from our company's Point of Sale system every day. Green Check's "Compliance Rules Engine" will compare all the data relative to each individual sale against all applicable sales regulations in Alabama's cannabis program. These will include the following:

- 1) verification of the patient's age and that the patient has a valid, active medical cannabis card;
- 2) the valid ID of the employee who is selling the product;
- 3) date, time and location of the sale;
- 4) the amount of cannabis product being sold to the patient;
- 5) the type of product being sold;
- 6) the amount of cannabis products previously sold to the patient that month to be sure that this sale does not exceed their limit;
- 7) identification of the origin and tracking of the product through the Metrc seed to sale system;
- 8) the price of the product;
- 9) the method of payment;
- 10) the collection of cannabis sales taxes; etc.

Our employee will enter all the information relevant to a sale into the system at our terminal. If one of the items is not entered or if the info that is entered does not comply with the information required by the rules and regulations, the transaction will be coded by Green Check as an "Unverified Sale". Our company employees will not be allowed by the point of sale system to complete an Unverified Sale with incomplete or incorrect information. Employees will not be allowed to dispense the product to patients or allow them to leave our store with the product if the sale remains "Unverified".

Unverified sales are also not able to be deposited through Valley Bank's Green Check system and are not added to the Company's "Available for Deposit" amount until the info regarding the purchase is corrected or cleared. The Green Check "Compliance Rules Engine" provides

Valley Bank and our Company with algorithms designed to insure compliance with Alabama's laws and regulations with every sale we make at any of our dispensaries, regardless of the payment method.

Each point of sale terminal in a dispensary will have several ways, in addition to cash, that let authorized patients pay for their products after verifying all the information we must collect from the patient to comply with the Green Check compliance system.

Valley Bank will also provide the Company with check readers that will upload the check image to the Bank for deposit into our account and settlement with the customer's bank account. We will hold the patient's check for 30 days and if the transaction has settled we will be free to shred and destroy the checks from previous transactions. Patient's checks will be held in our regular safe where we store our products when the store is closed.

In addition, patients can use payment APPs that have been designed to facilitate payment for cannabis products. CanPay will be integrated with our point of sale system. Patients will be able to download CanPay from the APP Store, then link their CanPay account to their personal bank account and then receive their own unique QR Code which can be opened on their smart phone and "read" by our point of sale system to charge the customer's bank account for their purchase.

Each sale transaction will be recorded and charged using the discrete barcode of the cannabis product being dispensed. This barcode will follow the cannabis product from seed to the sale in our dispensary using the tracking system provided by Metrc. Our software system will also report the dispensing of this product to the individual patients and the sale to the Alabama Patient Registry under that patient's name. This information will be gathered and stored in a HIPAA compliant system to safeguard the patient's medical information.

**Remitting Taxes:**

The Company will collect sales taxes at the point of sale commensurate with those imposed by the local taxing authorities, in addition to the Alabama State Taxes due on each sale. The Finance Manager is responsible for the remittance of all taxes for each retail location

promptly each month as prescribed by law. The Green Check Verification provides a reliable third party compliance tool for the accurate calculation to aid in the remittance of sales taxes.

The Applicant has contracted with DiPiazza LaRocca Heeter & Co, LLC (DLHCPA), a reputable accounting firm serving Alabama. The CPA firm includes a partner who works primarily in the area of tax planning. Our tax matter partners at DLHCPA and the Company's finance manager will be responsible for ensuring the appropriate taxes are paid on a timely basis each month.

# Exhibit 19 – Standard Operating Plan and Procedures

## Verification


The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by:  
  
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12/30/22

Signature of Verifying Individual

Verification Date

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 19 – Standard Operating Plan and Procedures.**

The Applicant must provide its verified Standard Operating Plan and Procedures. The Applicant must demonstrate and maintain standard operating procedures in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the Commission, or Commission staff, including, at a minimum, the following:

The Applicant has provided its verified Standard Operating Plan and Procedures below.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

• **19.1 – IT plan**

The Applicant chose to contract with an ERP, Enterprise Resource Planning system as the backbone of its technology. An ERP combines finance, supply chain, procurement, manufacturing, risk management, transportation manifests, POS, and other services for creating business-related planning. “SAP” is “Systems Applications and Products in Data Processing”, the most robust platform for ERP systems. The Applicant has engaged Seed and Beyond, at our expense, as our technical solutions provider.

Seed and Beyond, is a product offered by Nine Boards, LLC., a leading global information technology company. Nine Boards, LLC., received the Top Innovation Partner Award at the 2022 SAP SMB Innovation Summit for its Cannabis enterprise resource system built on SAP Business One of HANA. The system is cloud based and hosted on Microsoft Azure. Azure meets all the cybersecurity standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443. The Seed and Beyond system has passed compliance audits including HIPAA, HITECH, and PCI-DSS. The Cloud based system provides built-in disaster recovery capability and business interruption protection.

Seed and Beyond integrates seamlessly with METRC, the Seed to Sale tracking system chosen by the Alabama Medical Cannabis Commission. Seed and Beyond already interfaces with the Metrc Seed to Sale system in many states. This will reduce human data entry errors by allowing us to use one system across multiple silos. This also establishes audit paths useful in inventory management, recalls, and theft investigations.

The Applicant has engaged Seed and Beyond to create an API with the Alabama Medical Cannabis Patient Registry System (§ 20-2A-35, Code of Alabama 1975 (as amended)) upon receipt of our license as an Integrated Facility. An API is a secure connection between two or more applications that will allow us to share data in real time with the Patient Registry.



In Phase 1, the Applicant will maintain 3 Enterprise licenses for Seed and Beyond. The Enterprise licenses serve as an all access pass to the system. Enterprise Licenses will be maintained by the Chief Executive Officer, the Compliance Training Manager, and the Chief Operations Officer. The system provides financial reporting, vendor CMR data, A/R invoicing, bank reconciliation and sales reports. The Seed and Beyond system allows for inventory control. In addition to directly connecting to Metrc, the system will automatically recalculate inventory valuations, create bills of materials, production orders, and packing lists. Additionally, Seed and Beyond offers seed to harvest/packaging functionality. Professional licenses for the Finance Manager, Master Grower, Director of Processing and the Inventory Manager allow for seamless integration of processes. Limited licenses allow staff members to use their unique system identification which is linked to specific roles to perform duties throughout the system limited by pre-set permission. Every piece of data is captured with a time and date stamp by user identification, ensuring a clearly documented chain of custody at all times.

Seed and Beyond offers a Point of Sales system which the Applicant will use in all of its retail units. The POS system will track data inputs in real time ensuring sales staff never allow a patient to exceed their 60-day supply limit.

## **19.2 – Plan for maintenance and storage of cannabis and medical cannabis**

The Applicant has identified secure climate appropriate areas in all of its facilities for the maintenance and storage of cannabis and medical cannabis.

At the Company cultivation, processing, and manufacturing facility, cannabis is maintained in all forms. Areas where cannabis is being cultivated are monitored live via video camera and recordings are kept for 60-days. Only cultivation employees and senior management, trained in clean room procedures, may access areas where live plants are present.

Employees must use their unique identification badge to access areas where cannabis is grown, and medical cannabis is stored. As part of our segregation of processes, cultivation employees will be issued green scrubs as their uniform.

Cannabis plants propagated in the facility are given a batch code as rootlings. Each cannabis plant that thrives, develops a healthy root system and stable stem, is given its own unique METRC tag. Living clones will be placed in a Four-inch pot until such time as they are moved to a vegetation and flowering house. All plant locations will be accounted for using Seed and Beyond, which has a real time interface with METRC seed-to-sale tracking software. All growing and production areas where Cannabis is grown are maintained under clean room conditions. Cannabis plants are scouted daily for insect, deficiency, and or draught by the cultivation technicians. Cannabis waste, such as dead leaves will be placed in the locked trash can nearest the greenhouse and marked for disposal as Cannabis Waste.

At harvest time, cannabis plants are cut and weighed. The wet weight is recorded by cultivation employees in our Seed and Beyond system. Records are verified by the Lead Grower or a supervisor. Harvested cannabis is moved to the drying and curing area.

All areas where cannabis is dried, cured, manicured, and stored will be monitored by video cameras equipped with precise audio equipment 24-hours a day. The video feed will be monitored live and recordings from the cameras will be stored for 60-days. Drying and curing is accessed by cultivation employees in green scrubs using their employee identification badge. Cannabis waste, including dead leaves, trim, stems, and stalks are placed in the locked trash can in the Drying and Curing area. Waste from the Drying and Curing area is marked for disposal as Cannabis Waste to be chipped and composted, or incinerated.

Dried plants are batched in Seed and Beyond, syncing automatically with METRC in real time, This gives a group of harvested dried plants a new batch number. The Company is limiting batch sizes to 50 pounds of dried harvested flowers. This batch number is vital to our traceability in case of recall. This batch is then quarantined in refrigerated storage pending receipt of an independent lab test according to Alabama Medical Cannabis Commission Rule 538-x-10. The locked storage area is only accessible by the authorized management wearing their unique employee identification badge at all times.

The Inventory Control Manager will release dried cannabis flower for processing upon receipt of satisfactory results from the third party lab testing. Cultivation employees will deliver dried flowers by the batch to the processing area of the facility. These harvested batches of flowers, having been properly tested, are then moved to processing in METRC through the Company software partner, Seed and Beyond.

Processing, manufacturing, packaging and transport share the Processing and Packaging Building at the facility. All areas where cannabis is processed, manufactured, packaged, prepared for transport or stored will be monitored by video cameras equipped with precise audio equipment 24-hours a day. The video feed will be monitored live and a recording from the cameras will be stored for 60-days.

The applicant is using several methods to extract the cannabis oils. The extraction area is accessible by authorized employees only using their unique employee identification badge. As part of our Segregation of Processes, extraction and manufacturing staff will wear gray or black scrubs. Post extraction waste will be accounted for in METRC and placed in a locked receptacle marked as Cannabis Waste. The remaining essential oils, terpenes, and

primary extracts are weighed, logged in METRC using a new batch ID number, and placed in the locked refrigeration unit housed in the Processing building. Samples of each batch will be sent to a third-party testing laboratory and the remainder of the batch is quarantined pending the results of the test.

The Inventory Control Manager will notify the Director of Processing when a batch has been approved for manufacturing. Products manufactured using batches of primary extracts will all receive labels containing the date it was manufactured, the batch number of the primary extract, and other information as required by law.

Once packaged, the finished product is entered into the Seed and Beyond inventory tracking system. Samples of the finished products are sent to testing by a third party testing lab and the remainder of the batch is placed in quarantine until a satisfactory lab test is received. Finished products are stored in climate controlled locked storage in the Processing Building until such time that they are moved to a retail store's inventory.

Cannabis products are transferred to retail stores as needed. The Inventory Manager is responsible to maintain a supply of cannabis products adequate to meet our inventory needs for 60-days in case of an emergency. The Inventory Manager is responsible for following the SOP G22.900 Inventory Management Requirements.

Retail unit inventory will be replenished as it is used. All cannabis and medical cannabis will be transported using secure transport procedures. The Company Binder S: contains standard processes used in the Secure Transport of Cannabis and Medical Cannabis.

Cannabis transported by the Company is listed on a manifest, created by Seed and Beyond, prior to dispatch from the Processing and Packaging Building. The Secure Transport vehicle

is non-descript, does not bear the company logo, or in any way indicate that medical cannabis products are stored or transported in the vehicle.

Secure Transport SOP's include activating recording devices on the vehicle before loading medical cannabis or cannabis. Cannabis or medical cannabis in transit will be monitored live via remote camera at all times. Recordings of the secure transport of products will be maintained for 60-days.

Medical cannabis and cannabis will be in a locked container within the transport vehicle. There will be a minimum of two people in the vehicle whenever cannabis or medical cannabis is being transferred between locations. The occupant of the vehicle will not have access to the cannabis or medical cannabis products while the vehicle is operational. The secure transport will make only authorized stops while the vehicle contains cannabis or medical cannabis, each vehicle is also equipped with a satellite phone for added security.

- 19.3 – Quality Control/Quality Assurance Plan. *Provide at Exhibit 39.*

The Applicants Quality Control/Quality Assurance Plan was developed by Dr. Greg Gerdeman, CEO/CSO and Dr. Amy Hinton, Compliance Training Manager. The plan includes patented technology and industry best practices.

Elements of the plan include:

Precise attention to hiring requirements and training protocols,

Compliance with Seed to Sale tracking,

Maintaining GMPx standards and clean-room protocols,

Strict adherence to SOPs,

Daily plant scouting,

Routine inhouse microbial testing,  
Routine third party lab testing,  
Quarantine protocols,  
Third-party Inventory Audit  
Peer Reviews,  
24-hour video monitoring,  
Locked, climate controlled storage,  
Procurement standards for excipients,  
Approved tamper evident packaging,  
Routine process reviews,  
Sentinel event protocols,

- 19.4 – Contamination and Recall Plan. *Provide at Exhibit 40.*

The Applicants Contamination and Recall Plan was developed by Dr. Greg Gerdeman CEO/CSO and Dr. Amy Hinton, Compliance Training Manager. Elements of the Contamination and Recall Plan include:

Adherence to tracking protocols which include:

Log of persons entering and exiting each area of the facility

Log of all soil, pots, food, and inputs into the plant during its lifecycle

Proper batch recording during harvest, post extraction, and the manufacturing process.

Accurate tracking at the point of sale

Create a reportable chain of custody for all inventory items

Analyze the product history, potentially isolating details including improper chemical or ingredient handling, under-trained staff, or physical location of products or cannabis materials, any of which may be responsible for an issue leading to the need to recall the final products.

Periodic mock recall exercises

- 19.5 – Criminal Activity Plan.

The Company has established the following steps to be taken in the event of Inventory Shortage, Criminal Activity by an Employee, 'theft by an unknown other' at facilities operated by the Company, and theft or attempted theft during transportation of cannabis or medical cannabis.

In the event of an inventory shortage during a regularly scheduled inventory count the Inventory Manager, the facility manager, and the Compliance Training Manager will audit the inventory records and inputs through logs provided with Seed and Beyond enterprise licenses. Falsification of records in the Seed and Beyond system will be documented by the Compliance Training Manager and treated as criminal activity.

The plan laid out in G22:600 Criminal Activity by an Employee outlines the steps to be taken when a criminal activity is reported or observed. In the case of violence or threats of violence observed by the facility manager on duty or the security officer, law enforcement shall be notified immediately.

When criminal activity in the form of theft is observed by the facility manager-on-duty or security, they shall activate the emergency management call list prominently displayed at each facility. Law Enforcement shall be notified and a plan for removing the employee from the premises shall be made. The safety of the other employees, patients, and caregivers is the first priority when discussing apprehension of persons committing property theft.

Reports of criminal activities by an employee shall be documented by the facility manager-on-duty or the security officer on-duty. Reports shall be investigated and the investigation documented. Evidence obtained in the course of the investigation, including, but not limited to, video tapes, inventory logs, key logs, and testimony will be preserved and made available to law enforcement.

When a criminal report is deemed to rise above the level of suspicion or is found to be accurate, the emergency management call list will be activated. Local law enforcement will be notified and the Company will cooperate with efforts to prosecute criminal activity.

Reports of criminal activity will be considered a Sentinel Event. A Sentinel Event requires a meeting of senior management and a comprehensive review of the incident. Sentinel Events may trigger a company wide inventory count to assure all cannabis and cannabis products are accounted for in the METRC system.

In the event of a “theft by an unknown other” at one of our facilities, the security person on duty shall have charge of the incident. This shall be considered a violent threat and law enforcement shall be notified immediately.

Missing inventory and stolen products will be reported to the Alabama Medical Cannabis Commission through established channels.

- 19.6 – Emergency Procedures/Disaster Plan.

The Company is addressing emergency situations and disaster recovery by taking the following steps.

At the cultivation facility the Applicant has acquired five backup generators - enough to power all security sections, every light, all climate control devices, and provide sustained power in case of a weather emergency. Cannabis and finished medical cannabis products are not stored at the same place within the facility. This is an added safeguard for assuring we can resume production quickly in the event of natural disaster. Should we lose crops or equipment due to weather conditions, like a tornado, we have contracted with a local processor and cultivator to assure our production can be rapidly restored. The Company has set its strategic reserve of cannabis products at a 60 day supply for each retail unit based on its volume of sales. The Company does not foresee a situation that requires more than 60 days to resume production.



Within each of the Applicants facilities we have identified safe rooms for employees and customers should a weather emergency arise. These safe rooms may also be used in case of criminal activity such as an armed robbery. The Company has adopted policies detailing the processes for notifying law enforcement, senior company managers and maintaining evidence in case of theft. The Company Sentinel Event protocol acknowledges that emergencies will happen, and gives the Company a process for engaging its Advisory Council in documenting emergency situations, revisiting the existing procedures, and adopting new processes. The management team is responsible for bi-annual reviews of Policies and Procedures.

• **19.7 – Alcohol, Smoke, and Drug Free Workplace Policy.**

(From page 15 of the Employee Handbook:)

**Drug and Alcohol-free Workplace Policy**

The Company has adopted a drug-free workplace and adopted a substance-abuse testing program in compliance with Alabama State Law and to maintain a safe workplace for all of our employees.

The use, possession, transfer, or sale of illegal drugs by employees in the workplace is strictly prohibited by not only federal, state and local criminal statutes, but also by Company policy. Disciplinary action may include suspension up to immediate termination and/or referral for assistance.

To assure a drug-free workplace, all offers of employment may be subject to the satisfactory testing of the applicants.

The Company may also test Employees based on a reasonable suspicion of substance abuse, randomly for safety-sensitive positions, or as part of routinely scheduled Employee fitness-for-duty medical examinations. Employees who cause or contribute to an on-the-job death, injury or damage to the Company property must immediately submit to substance abuse testing. If the Employee is injured and refuses to submit to a post-incident test for

drugs or alcohol, the Employee immediately forfeits eligibility for medical and indemnity benefits.

The Company drug testing program may include tests for the following substances: a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

Applicants for employment and Employees should recognize that certain over the counter medications may impact drug test results. Applicants for employment and Employees are to notify the testing lab in writing prior to the tests being conducted if they have used any of the over-the-counter drugs. Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.

Within five (5) business days after receipt of a positive confirmed test result, the Company will, in a confidential manner, inform the applicant for employment or Employee in writing of such positive test result, the consequences of such results, and the options available to the Employee or job applicant. The Company will provide to the Employee or job applicant, upon request, a copy of the test results.

Within 5 (five) business days after receiving notice of a positive confirmed test result, an Employee or job applicant may submit information to the Company's Human Resources Department explaining or contesting the test result and explaining why the result does not constitute a violation of our policy. If an Employee's or job applicant's explanation or challenge is unsatisfactory to the department, the review officer shall submit a positive test result.

Employees may contest the test results in accordance with the law or rules adopted by the State of Alabama. The Company reserves the right to retest the applicant or Employee.

Those Employees who enter an employee assistance program or a rehabilitation program because of a positive substance abuse test must, without advance notice, submit to substance abuse testing at least once a year for two (2) years after completing the program.

Employees who have been found to test positive for controlled substances and have failed to enter a rehabilitation program, or having entered a rehabilitation program, and continue to test positive for substance abuse, as well as those Employees convicted of drug-related offenses, will be subject to disciplinary action by the company, including termination of employment.

Employees who refuse such testing may be subject to disciplinary actions, including termination of employment at the Company. Applicants for employment may not be employed if an applicant refuses to participate in the company's drug-free workplace plan.

All substance abuse testing is conducted in a confidential manner by an independent third party using validated methods.

(From page 21 of the Employee Handbook)

### **Smoking**

The Company maintains a smoke-free environment. Cigarette smoking, inside or outside, at our facilities is strictly prohibited. Employees may use vapes and e-cigarettes in designated areas during scheduled breaks.

### **• 19.8 –Employee Safety Plan in compliance with parallel OSHA standards**

Employee safety is of paramount importance to the Company, and the organization will strictly observe all appropriate OSHA regulations and incorporate applicable industry worker safety best practices. The Compliance Training Manager will receive 40 hours of OSHA training via the OSHA Hazwoper course (Hazard Waste Operations and Emergency Response). The Compliance Training Manager is responsible for the establishment of a comprehensive safety training program, which includes safeguarding chemical storage and

container labeling accuracy, periodically revising the Health and Safety Program and ensuring facility compliance with OSHA.

Managers company-wide will adopt safety and health as a core organizational value, establish safety and health objectives, provide adequate resources and support for the program, and set a good example. Workers are encouraged to communicate openly without fear of retaliation and are involved in all aspects of the program - setting goals, identifying and reporting hazards, investigating incidents, and tracking progress.

A robust program for Hazard Identification and Assessment is part of the Company Focus Standards. The management will continuously collect information concerning hazards, conduct routine inspections to characterize hazards and establish effective controls. The Company maintains a strict “see something – do something” policy when related to workplace hazards. Managers and staff will work collaboratively to identify options for eliminating, preventing, or controlling hazards. Controls are selected based on feasibility, effectiveness and permanence; utilizing the hierarchy of controls model: Elimination and Substitution - Engineering Controls - Administrative Controls - Personal Protective Equipment. Employees will receive comprehensive Training and Education and understand how to identify workplace hazards and be actively involved in the process of controlling hazards. Program Evaluation and Improvement will establish processes to monitor performance, verify implementation, identify deficiencies and implement improvements.

**Worker Safety (OSHA):** Employee safety is of paramount importance to the Company, and the organization will strictly observe all appropriate OSHA regulations and incorporate applicable industry worker safety best practices. A member of senior management will receive 40 hours of OSHA training via the OSHA Hazwoper course. Manager will develop the facility’s Health and Safety Program, maintain safety data sheets (SDS), establish a comprehensive safety training program, safeguard chemical storage and container labeling accuracy, periodically revise the Health and Safety Program and ensure facility compliance with OSHA.

• **19.9 – Confidential Information and Cybersecurity Plan.**

The Company standard procedures for Confidential Information and Cybersecurity are built around the use of an ERP, Enterprise Resource Planning system as the backbone of its technology. An ERP combines finance, supply chain, procurement, manufacturing, risk management, transportation manifests, POS, and other services for creating business-related planning. “SAP” is “Systems Applications and Products in Data Processing”, the most robust platform for ERP systems. The Applicant has engaged Seed and Beyond as our technical solutions provider.

Seed and Beyond, is a product offered by Nine Boards LLC a leading global information technology company. Nine Boards LLC received the Top Innovation Partner Award at the 2022 SAP SMB Innovation Summit for its Cannabis enterprise resource system built on SAP Business One of HANA. The system is cloud based and hosted on Microsoft Azure. Azure meets all the cybersecurity standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443.

Seed and Beyond integrates seamlessly with Metrc, the Seed to Sale tracking system chosen by the Alabama Medical Cannabis Commission. Seed and Beyond already interface with METRC in other states. Seed and Beyond interfaces with the Alabama Medical Cannabis Patient Registry System (§ 20-2A-35, Code of Alabama 1975).

The Applicant has engaged Seed and Beyond to create an API with the Alabama Medical Cannabis Patient Registry System upon receipt of our license as an Integrated Facility. An API is a secure connection between two or more applications that will allow us to share data in real time with the Patient Registry.

The Company will use HIPPA compliant practices in dealing with patients in the retail unit, which include prohibiting the use of cameras, closing out screens when not in use, no

unauthorized personnel in restricted areas, and good training. At all times are retail staff will be operating under the supervision of a Certified Dispenser.

• **19.10 – A plan for tracking and proper disposal of waste cannabis or medical cannabis, as necessary.**

The Company has contracted with Seed and Beyond, a comprehensive cannabis business systems solution that integrates directly with METRC, the Seed to Sale system chosen by the Alabama Medical Cannabis Commission. Employees of the Company will be trained in the proper use of Seed and Beyond prior to assuming their duties.

All plants cultivated by the Applicant will be tracked using a tag provided by METRC. The system integrates with Seed and Beyond scales allowing us to weigh plants at harvest to assure an exact weight. The system allows for corrections during the drying process and weight from trim, stalks, soil and roots are identified as cannabis waste.

Any cannabis waste will be placed in locked waste containers located near each greenhouse and the trim room. This organic waste will be chipped into small pieces and mixed with other organic waste. This organic waste is unrecognizable as cannabis and is more than 51% other organic materials. This organic waste will be rowed on the property and combined to make composted teas for use on living plants. Any time organic waste is being processed, two employees must be present.

In the laboratory, the technicians will use Seed and Beyond to record the amounts of primary oils that are extracted. Those numbers are weighed. Waste products created in this phase will be diluted with alcohol and disposed of as non-hazardous waste. Any finished oil or products that do not meet Company standards will be logged in Seed and Beyond.

Packaged products that expire or are returned from the store are logged into the METRC system by the store manager, added to a transfer manifest and returned to the Inventory Manager. The Inventory Manager is responsible for ensuring the medical cannabis product is removed from its packaging and mixed with non organic waste. The non-organic medical

cannabis products will make up no more than 25% of the non-organic waste and be unrecognizable as a cannabis product. Destroyed inventory must be witnessed by two people including a manager on duty.

- **19.11 – Security Plan.**

The Company has consulted with DSI, a reputable full service security company to advise on the equipment necessary to meet statutory and regulatory requirements.

- **19.12 – Grow Plan**

Total number of plants in vegetation and flowering in Phase I, II and full capacity

Phase I - two greenhouses in operation -

Phase II - four greenhouses in operation

Full capacity a perpetual harvest of approximately 750 lbs per greenhouse harvesting on rotation.

With well over 5 decades of combined experience in agronomy, pharmacology and the serious study of cannabis biology, the Company's leadership team is deeply rooted in a philosophy that the healthiest cannabis plants are those grown with natural sunlight, living soil, organic amendments, and adequate room to grow. These conditions promote low stress, resilient plants that have energy to devote to optimal flowering and production of the bioactive molecules that are the basis for cannabis as an effective medicine. These are the general tenets upon which our cultivation plan is based.

Each of our benching systems will have varying capacities based on seasons; In summer months all plants are kept at maximum spacing for maximum airflow through the canopy. This would provide ten fully branched 15 gallon potted plants per table. In winter, with cooler, dry air and slightly slower rate of growth, plants will tolerate a more off-center layout and allow 14 plants per bench. Each bench has a minimum capacity of 16-18 pots total, however our growing practices do not support overcrowding or high density plantings. Our practices will always promote maximum space between plants that have been properly pruned to promote maximum flowering, and adequate bench spacing to

allow for uncrowded flowering, that ensures it will fully develop to its full weight and size potential.

While growing from seed is desirable for growing the strongest individual plants, consistency in medical cannabis depends on having the reliability that comes from clonal propagation. This also allows us to commence growing right away with a plan to grow unique genetics that we can access through our relationships to world class breeders and cannabis scientists.

To that end, cannabis grown by the Company will include patented varieties propagated under license agreement from Breeder's Best, a company formed by globally-recognized experts in the legal, medical and botanical aspects of cannabis, including Medical Director Ethan Russo, MD, who is a longtime colleague and collaborator with our Company CEO/CSO. Along with Dr Russo, Breeder's Best is directed also by celebrated author/botanist Robert Clarke, whose contributions in the field of cannabis breeding and horticulture are internationally renowned, and Dale Hunt, JD, Ph.D., a lawyer and plant molecular biologist, who is the leading voice in intellectual property rights within the cannabis space, having filed over 1000 patents in 30 different countries. The mission of Breeder's Best is to provide truly distinctive cannabis varieties that highlight minor cannabinoids and uniquely therapeutic terpene profiles. Our decision to partner with Breeder's Best is part of our commitment to Quality Assurance, guaranteeing that Alabama patients will have access to Medical Cannabis products that preserve the truly distinctive value of these special and proprietary plant genetics.

In addition, the Company is entering an agreement with Breeder's Best to act as a licensed nursery partner. This will allow us to maintain small numbers of plants from the entire Breeder's Best library – all of which are protected by variety patents – for sale to other cultivators in the state of Alabama. This not only supports our business model as an additional revenue stream, but shows our dedication to supporting a robust and effective medical cannabis program generally. Any and all nursery plants will be properly entered



into the METRC tracking system as “mothers” for maintaining and preserving cultivar genetics.

Patent-protected cultivars to be propagated under license from Breeder’s Best include::

**Pink Boost Goddess.** This unique plant is one of the richest THCV varieties available in the US, with content ranging from 5-11%. THCV (tetrahydrocannabivarin) has shown remarkable promise as a therapeutic approach to pain management, while counterbalancing the psychoactive effects of delta-9 THC.

**Oaxacan Wise.** The potent effects of this high-THC variety are improved by elevated CBG and terpinoline-dominant terpene content that creates a mellow, pleasant experience perfect for daytime medicinal use.

**Blue Skunk.** Bred to provide relief to PTSD sufferers, this variety provides a calming, balancing and grounding experience

**Anomaly.** True to its name, Anomaly is a seed-stabilized, low-THC cannabis variety that is enriched in CBG and therapeutic terpenes. CBG (Cannabigerol) shows promise in numerous preclinical studies for use in both pain control and mood disorders.

Other varieties to be obtained for either Phase I cultivation or storage of a cannabis genetic library for future research and development include the following, and any additional genetics will be obtained only with approval from the Alabama Medical Cannabis Commission:

|                                     |                           |                     |
|-------------------------------------|---------------------------|---------------------|
| <b>Ringo’s Gift (multiple cuts)</b> | Best In Show              | Blanco              |
| Mother’s Milk No. 31                | Blood Orange Kush         | Candy Cane          |
| Blueberry Muffin No. 4              | Gelonade                  | Do Si Do            |
| Blueberry Cupcake No. 14            | Wedding Cake              | Banana Punch        |
| <b>1 Haze</b>                       | <b>Calihari Kush</b>      | <b>Charlie Girl</b> |
| <b>Chocolate Mintz</b>              | <b>Orange Cream Frost</b> | <b>Ebola No. 7</b>  |

|     |          |                           |
|-----|----------|---------------------------|
| GSC | Biscotti | Chocolate Hashberry No. 3 |
|-----|----------|---------------------------|

**Bold type** denotes varieties that are exclusive to our originating nursery partner, Hendrx Farms, and are thus to be considered as proprietary to Our Company for the state of Alabama.

**Propagation of clones** will initially start with receipt of unrooted vegetative cuttings from our partner nursery utilizing fully legal channels. Upon establishing healthy populations, clonal propagation will primarily occur internally by cutting and rooting clones from our own “mother” plants selected for genetic preservation and optimal propagation. In each case, proven company SOPs are will be followed on how to select stems and where to cut relative to node positions, how to utilize all natural rooting media to promote root growth, and optimal positioning of clones within aeroponic cloners where roots will be established over a period of several days. Upon establishment of a healthy root system, clones will be transferred first to 4 inch pots to commence vegetative growth, at which point they will be assigned a unique barcode for the METRC track and trace system. It is also at this point that plants begin their life in the Company’s proprietary living soil. Juvenile branched plants will be transplanted into 15 gallon pots where they will remain throughout their flower cycle until harvest, minimizing the stresses of outgrowing pots and multiple repottings.

The use of living soil media is a crucial aspect of our grow plan. Our proprietary living soil formulations will be inoculated with beneficial mycorrhizae, and regularly supplemented with organic compost teas and other organic amendments. Watering will be accomplished by Cycle irrigation, delivered by drip, since our living soil is built to sustain the plant for a minimum of 120 days. We will drench flowering plants as needed with compost teas to address any feeding required near the final flower cycle. We do not use salt, or chemical, or synthetic feeds during any part of our plant production cycle, as this will result in low weight and poor quality extracts. Only organic practices are utilized in our plant production.

Pots will be supported on rolling benches over floors of epoxied concrete in climate-controlled greenhouse rooms that are cooled by 10-ton cooling units that also heat using natural gas when needed for colder months. Floors can be cleaned nightly to maintain cGMP standards of hygiene as expected by adherence to 21 CFR 210 regulations. Tables are of adjustable height to allow for maximal light photon density without overgrowing the space. In line with the guiding principles mentioned above, our grow plan includes allowing for ample spacing between plants. Cultivation staff will be able to access all plants and will regularly trim the under-canopy, following established SOPs that create optimal airflow to naturally resist formation of humid microclimates where mildews opportunistically appear. This is a contrast to so-called “sea of green” cultivation strategies that, in our experience, are less effective at maintaining the healthiest plants and clean greenhouse environments.

Our team, led by Master Grower Robert Tornello and CEO/CSO Dr Greg Gerdeman, Ph.D. understand in addition to the importance of organic, living soils and soil amendments, cannabis plants thrive best when fed by natural sunlight. Polycarbonate sheeting will be available during the second 1/4 of 2023, due to global shortages. During our testing and start up we will utilize a 4 year diffused poly sheeting achieving the same growth results. Poly sheeting will be replaced as the polycarbonate is delivered from the supplier; polycarbonate is a hard plastic that has an effective life span of 10 years. It is a rigid sheet, and therefore is superior over the potential for tears in soft poly sheeting as it reaches its 4 year effective lifespan.

In Phase I of our business plan, greenhouses will be covered by new industrial grade plastic. This will be replaced by top quality polycarbonate panels to allow for full spectrum diffused sunlight. Supplemental lighting in the form of high efficiency LED fixtures, which are adjustable to emit ideal spectra (wavelengths) for either vegetative or flowering growth cycles, will be employed during shorter lengths days or anytime weather conditions include darkened skies that transmit below optimal photon density to support robust and consistent growth.

Flowering cycles will be initiated by a light deprivation method, employing custom designed blackout shading. Harvesting will commence when stalked glandular trichomes are ready as determined by the Master Grower and CSO. At this time the full room will be harvested, and a wet weight will be established and recorded within Seed & Beyond and entered in METRC before final pruning. Over subsequent days, during a time of post-pruning, hanging and dry curing of the flower, it will be checked daily for ideal moisture content and water activity. The decision to move into final processing will take place under the direct supervision of the CSO, and flower will only move into processing after all requisite testing is passed by a licensed State Testing Laboratory.

Greenhouses are sanitized and restocked during this dry cure period, ensuring next crops harvest on schedule to keep a perpetual growth and harvest cycle in place.

Integrated Pest Management (IPM).

The Company will employ a comprehensive IPM strategy based on our years of experience in agronomy, biology and cannabis cultivation specifically. This will include: Cultural Practices and Biocontrol Practices.

**Cultural Practices:** The most important aspect of IPM and indeed any QA/QC plan as it pertains to cultivation is to maintain a clean working environment. To this end, cultural practices of IPM will include sanitized changing areas where clean scrubs and appropriate PPE are donned prior to entry. Ingress will require sanitizing sprays applied to all footwear. At any time that trimming is occurring, shears will be sanitized between every plant. In general, the cultural practices of IPM can be summarized by the statement that workers should always presume that an infectious contagion or pest is present, and act accordingly to limit the spread of that pathogen or pest. In addition, Company SOPs will include regular scouting to identify pests or pathogens such as molds and mildews at the very first sign of occurrence.

**Biocontrol Practices:** Cannabis in the flowering phase must not be exposed to any chemical pesticides that could leave residue on the sticky inflorescence that will be extracted for medicine. The Company will utilize an array of beneficial organisms that are

well established as best biocontrol agents for cannabis cultivation. These will include, but may not be limited to:

Beneficial nematodes – applied to soil to control larval gnats, thrips, root aphids and other soil-born species

Predator mites (*Persimilis*, *Swirskii* and other species)– applied to canopy either as a preventative measure or proactive response to evidence of pests, especially the two-spotted spider mite and white fly eggs

*Orius* minute pirate bugs – released locally to combat thrips

Parasitic wasps or green lacewings – released to control aphid populations

Biosecurity (Sanitation and Hygiene). A critical aspect of our grow plan is to maintain rigorous standards of industrial sanitation and hygiene. The Company is contracting with Clean Theory, a leading cannabis biosecurity company, to assist in managing a comprehensive and proprietary program of industrial sanitation and hygiene at our Cultivation and Processing facilities. As a member or advisor to multiple industry bodies dedicated to developing consensus safety standards in the cannabis industry, our CEO/CSO Dr Gerdeman is dedicated to the proposition that Quality Control starts and ends with keeping the work environment clean and safe. The Clean Theory program is based directly on FOCUS and ISO 9001 standards, and in practice it is unsurpassed in preventing crop failures and testing failures within a rigorous medical cannabis regulatory environment such as the one promulgated by the Alabama Medical Cannabis Commission.

The Clean Theory biosecurity program primarily utilizes chlorine dioxide (ClO<sub>2</sub>) as the safest, most effective chemical agent available for sanitation and disinfection in an active greenhouse and processing environment. More specifically, Clean Theory employs a Land, Sea and Air approach to fighting environmental pathogens in cannabis facilities, which can be briefly summarized as follows:

Land: Cultivation and processing areas are kept hygienic with daily cleaning using protocols of applying pathOx, a proprietary generator of ClO<sub>2</sub>. ClO<sub>2</sub> is EPA-listed as an approved sanitizing agent for nonporous hard surfaces, and all floors will be regularly cleansed with pathOx as part of the Company's hygiene SOPs.

Sea: Once monthly, Clean Theory technicians will visit the Company's cultivation facility to conduct routine testing and if necessary, sanitation of fertigation lines used in the irrigation of cannabis plants. In this setting, pathOx will be formulated at a concentration that is EPA listed as drinking-water safe, and poses minimal risk of occupational exposure during formulation by experienced technicians. ClO<sub>2</sub> generated by pathOx is far safer than alternative sanitation chemicals such as bleach and hydrogen peroxide, both in terms of worker safety, plant safety and corrosive action on hard surfaces. The use of pathOx to maintain fertigation lines free of contaminating microbial biofilms is described further below under the description of Kemio sensors used to assess operational cleanliness.

Air: Clean Theory employs another proprietary product called odorOx, which is used for deodorizing air within air handling systems. Odorox is formulated in a custom tank that will be situated directly adjacent to air intake, and will volatilize into the air handling pathway. Again, levels of ClO<sub>2</sub> generated will be well below levels considered hazardous by EPA, as ClO<sub>2</sub> is tolerated as safe at much higher concentrations than other widely used industrial sanitizers.

• **19.13 – Engineering Plans and Specifications. *Provide at Exhibit 32***

The Applicant has detailed engineering plans and specifications including elevation maps, approved building plans for the cultivation and processing facilities remodel/buildout, and drafted specs of construction materials used.

• **19.14 – A detailed plan to ensure chain of custody,**

Employees of the Company will be trained in the proper use of Seed and Beyond, our direct link to the Statewide Seed-to-Sale Tracking System. Plants are tagged with unique barcodes that allow our system to show the location of the plant within our greenhouse. Team members in each silo of the Company log data into the system using their own unique employee identification number. The system creates data logs allowing for reviews.

The Company uses restricted access locks between all of its processing areas. In addition to being a clean room reminder, it also restricts unauthorized access to areas where cannabis or medical cannabis products are stored.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 20 – Policies and Procedures Manual

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**



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# Policy & Procedures Manual Index

This Policy and Procedures Manual is a reference tool for Company management and executive leadership. A strong policy and procedures manual, combined with comprehensive training and a system for periodic review and updating, greatly helps to facilitate efficient and effective Company operations. If you have any questions about any Company policy, procedure form, or other document in this manual, please contact your immediate supervisor for assistance. The Company reserves the right to edit, change, update, or otherwise amend any policy, procedure or other component of this policy and procedures manual at any time and for any reason.

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Our Mission

Our Vision

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Policy F22.007: Safety Signage  
Policy F22.100: Compliance with OSHA Employee Safety  
Policy F22.101: Health and Safety  
Policy F22.102: Health and Safety Program  
Policy F22.103: Health and Safety Manager  
Policy F22.104: Worker Cleanliness  
Policy F22.105: Hand Sanitation  
Policy F22.106: Wounds and Infections  
Policy F22.107: Protective Clothing  
Policy F22.108: Prohibited Items  
Policy F22.109: Eating and Drinking  
Policy F22.110: Smoking and Tobacco Products  
Policy F22.111: Control of Drug Use  
Policy F22.112: Violence and Weapons  
Policy F22.113: Health and Safety Risk Assessment  
Policy F22.114: Health and Safety Procedures and Training

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Policy F22.115: Personal Protective Equipment (PPE)  
Policy F22.116: Accidents and Emergency Procedures  
Policy F22.117: First Aid  
Policy F22.118: Domestic Animals  
Policy F22.119: Drinking Water  
Policy F22.120: Eyewash Stations  
Policy F22.121: Changing Area  
Policy F22.122: Protection from UV Light Exposure  
Policy F22.123: CO<sub>2</sub>-Enriched Environment  
Policy F22.200: Sanitation  
Policy F22.201: General Cleanliness  
Policy F22.202: Master Sanitation Schedule  
Policy F22.203: Sanitation Procedures and Training  
Policy F22.204: Cleaning Equipment and Supplies  
Policy F22.205: Cleaning Equipment Identification  
Policy F22.206: Sanitation Logs  
Policy F22.207: Floor Drain Cleaning  
Policy F22.208: Swab Testing  
Policy F22.209: Product Protection During Cleaning  
Policy F22.210: Toilet and Handwashing Facilities  
Policy F22.211: Secondary Hand Sanitation Stations  
Policy F22.212: Ware-Washing Sink  
Policy F22.213: Foot Disinfectant Dips  
Policy Template FYY.XXX

### **Binder C: Cultivation**

Policy C22.100: Compliance with OSHA Employee Safety  
Policy C22.200: Pre-Harvest Intervals  
Policy C22.300: Pest Management Plan  
Policy C22.301: Pest Contaminant Inspections  
Policy C22.302: Pest Control Devices  
Policy C22.303: Storage Areas  
Policy C22.304: Non-Chemical Pest Control  
Policy C22.305: Pesticide Application Site  
Policy C22.306: Pesticide Phase-Out  
Policy C22.400: Production Records  
Policy C22.401: Strain Identity  
Policy C22.402: Detailed Strain Information  
Policy C22.403: Seeds

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Policy C22.404: Plant Treatment Records  
Policy C22.405: Inputs Inventory  
Policy C22.406: Cultivation Worker Safety and Training  
Policy Template CYY.XXX

**Binder P: Processing**

Policy P22.100: Production Flow Charts  
Policy P22.101: Product Classification and Control  
Policy P22.102: Production Hazard Analysis  
Policy P22.103: Product Specifications  
Policy P22.104: Pre-Operation Inspections  
Policy P22.105: Product Specifications  
Policy P22.106: Yield Analysis and Reconciliation  
Policy P22.107: Corrective Action Plans

Policy P22.200: Compliance with OSHA Employee Safety  
Policy P22.300: Safe Operation and Cleaning of Equipment  
Policy Template PYY.XXX

**Binder M: Manufacturing**

Policy M22.001: Compliance with OSHA Employee Safety  
Policy Template MYY.XXX

**Binder H: Handling of Finished Product**

Policy H22.001: Compliance with OSHA Employee Safety  
Policy Template HYY.XXX

**Binder S: Security**

Policy S22.001: Security  
Policy S22.002: CPTED Approach  
Policy S22.003: Security Program  
Policy S22.004: Security Risk Assessment  
Policy S22.005: Security Qualifications  
Policy S22.006: Security Incident Reporting  
Policy S22.007: Physical Barriers  
Policy S22.008: Grounds and External Areas  
Policy S22.009: Door Locks  
Policy S22.010: Facility Access Controls  
Policy S22.011: Restricted Area Access Controls

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Policy S22.012: Visitor Access Controls  
Policy S22.013: Product Control  
Policy S22.014: Theft/Product Loss Plan  
Policy S22.015: Cash Management  
Policy S22.200: Surveillance System  
Policy S22.201: Video Monitoring  
Policy S22.202: Video Recording Security  
Policy S22.203: Video Quality and Coverages  
Policy S22.204: Continuous Video Monitoring  
Policy S22.205: Video Retention  
Policy S22.206: Video System Maintenance  
Policy S22.300: Alarm System  
Policy S22.301: Facility Alarm System  
Policy S22.302: Alarm Monitoring  
Policy S22.303: Motion Detection  
Policy S22.304: Panic Buttons  
Policy S22.305: Alarm System Maintenance  
Policy S22.400: Security Plan by Facility  
Policy S22.401: Hunter Loop  
Policy S22.402: Chestnut St  
Policy S22.403: Birmingham  
Policy S22.404: Gadsden  
Policy S22.405: Mobile  
Policy S22.406: Tuscaloosa  
Policy Template SYY.XXX

#### **Binder Q: Quality Assurance & Quality Control**

Policy Q22.001: Quality Control Training  
Policy Q22.002: Records Management System Self-Assessment  
Policy Q22.003: Hazard Control Plan  
Policy Q22.004: Assessing the Hazard Control Plan  
Policy Q22.005: Revising the Hazard Control Plan  
Policy Q22.100: Cultivation  
Policy Q22.200: Processing  
Policy Q22.300: Manufacturing  
Policy Q22.400: Packaging  
Policy Q22:500: Product Recall  
Policy Q22:501: Recall Investigation  
Policy Template QYY.XXX

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## **Binder T: Secure Transport**

Policy T22.001: Secure Check-in Process  
Policy T22.002: Driver Safety Checklist  
Policy T22.003: Vehicle Safety Checklist  
Policy T22.004: Pre-Transport Checklist  
Policy T22.005: Post-Transport Checklist  
Policy T22.006 Emergency Transportation Response Procedures  
Policy Template TYY.XXX

## **Binder D: Dispensaries**

Policy D22.001: Compliance with OSHA Employee Safety  
Policy D22.002: Minimum Operating Standards  
Policy D22.003: Certified Dispensers  
Policy Template DYY.XXX

## **APPENDICES**

### **APPENDIX A: FORMS**

#### General Operations

- Employee Confidentiality/Non Disclosure Agreement Form
- Third Party Vendor Confidentiality/Non Disclosure Agreement Form
- Visitor Confidentiality/Non Disclosure Agreement Form
- Third Party Records Release Authorization Form
- Workplace Injury Report Form
- Workplace Incident Report Form
- Worker's Compensation Authorization to Be Seen Form
- Unsafe Conditions Report Form
- Unclean Conditions Report Form
- Request for Audit of Position
- Interview Checklist
- On-Boarding New Hires

#### Division A: Administration

- Training Certificate of Completion
- Employee Training Metric
- Offer of Employment Letter
- Payroll Correction Request

#### Division F: Facilities

#### Division C: Cultivation

#### Division P: Processing

#### Division M: Manufacturing & Packaging

#### Division H: Handling of Finished Product

#### Division S: Security

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Division Q: Quality Assurance and Quality Control

Division T: Secure Transport

- Alabama Medical Cannabis Commission Secure Transport Form
- Driver Safety Checklist Form
- Driver Manifest Form
- Route Assignment Form
- Vehicle Damage Reporting Form
- Route and Mileage Tracking Form
- Vehicle Repair Reporting Form
- Alabama Medical Cannabis Commission Incident Report Form

Division D: Dispensaries

## **APPENDIX B: MANUALS**

General Operations

Division A: Administration

Division F: Facilities

Division C: Cultivation

Division P: Processing

Division M: Manufacturing & Packaging

Division H: Handling of Finished Product

**Division S: Security**

Division Q: Quality Assurance and Quality Control

Division T: Secure Transport

Division D: Dispensaries

## **APPENDIX C: JOB DESCRIPTIONS:**

General Operations

Division A: Administration

Division F: Facilities

Division C: Cultivation

Division P: Processing

Division M: Manufacturing & Packaging

Division H: Handling of Finished Product

**Division S: Security**

Division Q: Quality Assurance and Quality Control

Division T: Secure Transport

Division D: Dispensaries



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## OUR MISSION AND VISION STATEMENTS

### **Our Mission**

To serve the patients of Alabama with science-based Cannabis products that are created with the highest standards.

### **Our Vision**

We envision patients finding a new standard of wellness when high quality Cannabis products are added to their healthcare routine.

## HOW TO USE THIS MANUAL

### **Purpose and Authority**

The purpose of this Policy and Procedures Manual is to provide a comprehensive business operations resource for the Company and its employees. This manual has been reviewed and approved by the Company's Board of Directors. Periodically, this manual and/or its contents may be reviewed, edited and/or updated as needed and with the review and approval of the Board of Directors.

### **Content and Organization of the Policy & Procedures Manual**

This manual is divided into three primary sections. The first section is General Policies and Procedures. The information in this section includes policies and standard operating procedures that apply to **all** Company employees. The second section is Division-Specific Policies and Procedures. The information in this section is specific to the various divisions of the Company's overall operations. The third section is the Appendix

## **I. GENERAL POLICIES AND PROCEDURES**

The first section of this Policy and Procedures manual contains general policies and procedures that apply to all Company employees. The second section of this manual

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consists of binders containing Standard Operating Procedures (SOPs) specific to each division of the Company.

## **II. DIVISION-SPECIFIC POLICIES AND PROCEDURES**

### **Division A: Administration**

- Division Mission: *TBD*

### **Division F: Facilities**

- Division Mission: *TBD*

### **Division C: Cultivation**

- Division Mission: *TBD*

### **Division P: Processing**

- Division Mission: *TBD*

### **Division M: Manufacturing & Packaging**

- Division Mission: *TBD*

### **Division H: Handling of Finished Product**

- Division Mission: *TBD*

### **Division Q: Quality Assurance and Quality Control**

- Division Mission: *TBD*

### **Division S: Security**

- Division Mission: *TBD*

### **Division T: Secure Transport**

- Division Mission: *TBD*

### **Division D: Dispensaries**

- 
- Division Mission: *TBD*

### **III. APPENDICES**

Appendix A contains all approved Company forms. Appendix B contains employee manuals and/or handbooks for each division of the Company. Appendix C consists of all official job descriptions across all divisions of the Company.

#### **APPENDIX A: FORMS**

- FORM 1
- FORM 2
- FORM 2
- FORM 3
- FORM 4
- FORM 5
- FORM 6
- FORM 7
- FORM 8
- FORM 9
- FORM 10

#### **APPENDIX B: EMPLOYEE MANUALS AND HANDBOOKS**

- Employee Handbook
- Division T: Driver's Manual
- MANUAL 3
- MANUAL 4
- MANUAL 5

#### **APPENDIX C: JOB DESCRIPTIONS**

- CHIEF OPERATING OFFICER
- CHIEF OPERATIONS OFFICER
- CHIEF FINANCIAL OFFICER

- 
- CHIEF SCIENTIFIC OFFICER
  - COMPLIANCE TRAINING MANAGER
  - FINANCE MANAGER
  - DIRECTOR OF FACILITIES
  - CUSTODIAL TECHNICIAN
  - CULTIVATION JOB 1
  - CULTIVATION JOB 2
  - CULTIVATION JOB 3
  - PROCESSING JOB 1
  - PROCESSING JOB 2
  - PROCESSING JOB 3
  - MANUFACTURING & PACKAGING JOB 1
  - MANUFACTURING & PACKAGING JOB 2
  - HANDLING JOB 1
  - HANDLING JOB 2
  - TRANSPORTATION MANAGER
  - DELIVERY TECHNICIAN 2
  - DELIVERY TECHNICIAN 2
  - SECURE TRANSPORT OFFICER
  - DISPENSARY JOB 1
  - DISPENSARY JOB 2
  - DISPENSARY JOB 3
  - DISPENSARY JOB 4
  - DISPENSARY JOB 5

# Amapure

| <b>Standard Operating Procedure</b>   |   |               |         |
|---|---|---------------|---------|
| Process Name:   | Author Date   | Approval Date | SOP ID  |
| Periodic Reviews  | 12/1/2022   | 12/5/2022     | G22.103 |
| Responsible Audience  | References  |               |         |
| Team Managers, Officer, and Compliance Training Manager (CTM)   | GG22:103 Periodic Reviews; Form A - Employee Training Metric; |               |         |
| Purpose and Goals   |   |               |         |
| Assure adherence to all training protocols, set goals, evaluate skills, improve job satisfaction  |   |               |         |
| Tools/ Equipment  |   |               |         |
|   |   |               |         |
| Standard Operations   |   |               |         |
| 1.0 New team members will meet with the supervisor on or about their 30-day mark.   |   |               |         |
| 2.0 This informal evaluation will address training benchmarks laid out in the job offer.  |   |               |         |
| 3.0 Employees who have not met the training benchmarks will be removed from their duties until benchmarks are met.  |   |               |         |
| 4.0 Employee will meet with their supervisor on or around their 90-day mark.  |   |               |         |
| 5.0 This formal evaluation will allow the employee to discuss their concerns and allow the supervisor to document their progress.                                 |   |               |         |
| 6.0 Supervisors may file a Request for Audit of Position form to initiate a review of the employees wages in consideration of a pay increase.                     |   |               |         |
| 7.0 Employees who have not the 90 days benchmarks for the position may be terminated. At the Company's discretion an employee may be given an additional 30 days. |   |               |         |
| 8.0 Employees who have not met all benchmarks for their position within 120 days will be terminated   |   |               |         |
| 9.0 Employees will receive annual reviews. Supervisors will review the employees previous goals, and document upskills and new goals.                             |   |               |         |

| Change Item | Date | Reason for Change | Result of Change | Incorporated date |
|-------------|------|-------------------|------------------|-------------------|
|             |      |                   |                  |                   |
|             |      |                   |                  |                   |
|             |      |                   |                  |                   |

# Amapure

| <b>Standard Operating Procedure</b>   |  |                                    |                  |                   |
|---|--|------------------------------------|------------------|-------------------|
| Process Name:   |  | Author Date                        | Approval Date    | SOP ID            |
| Goal Setting  |  | 12/1/2022                          | 12/15/2022       | G22.109           |
| Responsible Audience  |  | References                         |                  |                   |
| General   |  | FOCUS Cultivation Standards (p.14) |                  |                   |
| <b>Purpose and Goals</b>  |  |                                    |                  |                   |
| <p>Business leaders should set, maintain and communicate ongoing goals that are aligned to the business plan, strategy and mission.</p> |  |                                    |                  |                   |
| <b>Tools/ Equipment</b>   |  |                                    |                  |                   |
| Policies and Procedures Manual; SOPs  |  |                                    |                  |                   |
| <b>Standard Operations</b>  |  |                                    |                  |                   |
| 1.0   | Workers should set and maintain goals based on position responsibilities, projects and related manager goals.. |                                    |                  |                   |
| 2.0   | Managers and workers should review goals monthly or more and update as required.                               |                                    |                  |                   |
| 3.0   | Managers should retain goal plans to support performance evaluations.  |                                    |                  |                   |
| 4.0   |  |                                    |                  |                   |
| 5.0   |  |                                    |                  |                   |
| 6.0   |  |                                    |                  |                   |
| 7.0   |  |                                    |                  |                   |
| 8.0   |  |                                    |                  |                   |
| 9.0   |  |                                    |                  |                   |
| Change Item   | Date   | Reason for Change                  | Result of Change | Incorporated date |
|   |  |                                    |                  |                   |
|   |  |                                    |                  |                   |
|   |  |                                    |                  |                   |

# Amapure

| <b>Standard Operating Procedure</b>   |   |                   |                  |                   |
|---|---|-------------------|------------------|-------------------|
| Process Name:   | Author Date   | Approval Date     | SOP ID           |                   |
| Cultivation Worker Safety and Training  | 12/1/2022   | 12/15/2022        | C22.406          |                   |
| Responsible Audience  | References  |                   |                  |                   |
| Cultivation   | FOCUS Cultivation Standards (p.32-33)   |                   |                  |                   |
| <b>Purpose and Goals</b>  |   |                   |                  |                   |
| <p>The operation must have robust procedures and comprehensive training in place to ensure cultivation worker safety.</p> |   |                   |                  |                   |
| <b>Tools/ Equipment</b>   |   |                   |                  |                   |
| Policies and Procedures Manual; SOPs  |   |                   |                  |                   |
| <b>Standard Operations</b>  |   |                   |                  |                   |
| 1.0   | The EPA’s Worker Protection Standard (WPS) applies to all workers who work with pesticides or in areas treated with pesticides.   |                   |                  |                   |
| 2.0   | The WPS provides the specific requirements for training, labeling, worker resources, entry control, notification, personal protective equipment (PPE), decontamination, and emergency assistance. |                   |                  |                   |
| 3.0   | The operation must train and certify workers to the EPA’s WPS if they mix, store, apply or handle pesticides or other hazardous materials.  |                   |                  |                   |
| 4.0   | The operation must provide workers who handle or apply agricultural inputs with personal protective equipment (PPE).  |                   |                  |                   |
| 5.0   | Worker training must be completed prior to employees performing the work.   |                   |                  |                   |
| 6.0   | Workers must use PPE as directed by product Safety Data Sheets (SDS).   |                   |                  |                   |
| 7.0   |   |                   |                  |                   |
| 8.0   |   |                   |                  |                   |
| 9.0   |   |                   |                  |                   |
| Change Item   | Date  | Reason for Change | Result of Change | Incorporated date |
|   |   |                   |                  |                   |
|   |   |                   |                  |                   |
|   |   |                   |                  |                   |

# Amapure

| <b>Driver Safety Checklist</b>   |  |      |                   |                 |                  |                    |  |                   |  |
|--|--|------|-------------------|-----------------|------------------|--------------------|--|-------------------|--|
| Vehicle ID #   |  |      | Transport Date    | Filed Date      |                  | Form               |  |                   |  |
|  |  |      |                   |                 |                  | T22:001            |  |                   |  |
| Responsible Audience   |  |      | References        |                 |                  |                    |  |                   |  |
| Transportation Driver  |  |      |                   |                 |                  |                    |  |                   |  |
| Purpose and Goals  |  |      |                   |                 |                  |                    |  |                   |  |
| Confirm that all equipment is operational, that the proposed route is clear, and all SOPs have been met. |  |      |                   |                 |                  |                    |  |                   |  |
| Description of the Vehicle   |  |      |                   |                 |                  |                    |  |                   |  |
|  |  |      |                   |                 |                  |                    |  |                   |  |
| Standard Operations  |  |      |                   | Driver Initials |                  | Supervisor/Manager |  |                   |  |
| 1.0  | Vehicle exterior is clean and damage free.                           |      |                   |                 |                  |                    |  |                   |  |
| 2.0  | Vehicle tires meet manufacturing specs.                              |      |                   |                 |                  |                    |  |                   |  |
| 3.0  | Vehicle lights, seat belts, and horn are in working order.           |      |                   |                 |                  |                    |  |                   |  |
| 4.0  | Vehicle has fuel sufficient to cover the assigned route.             |      |                   |                 |                  |                    |  |                   |  |
| 5.0  | Driver has a clear route plan logged into the ITS system.            |      |                   |                 |                  |                    |  |                   |  |
| 6.0  | Driver has confirmed no known delays on the expected route.          |      |                   |                 |                  |                    |  |                   |  |
| 7.0  | Driver has confirmed the Satellite phone is charged and operational. |      |                   |                 |                  |                    |  |                   |  |
| 8.0  | Driver has confirmed security transport equipment is functional.     |      |                   |                 |                  |                    |  |                   |  |
| 9.0  |  |      |                   |                 |                  |                    |  |                   |  |
| 10.0   |  |      |                   |                 |                  |                    |  |                   |  |
| 11.0   |  |      |                   |                 |                  |                    |  |                   |  |
| Change Item  |  | Date | Reason for Change |                 | Result of Change |                    |  | Incorporated date |  |
|  |  |      |                   |                 |                  |                    |  |                   |  |
|  |  |      |                   |                 |                  |                    |  |                   |  |
|  |  |      |                   |                 |                  |                    |  |                   |  |



## Job Description Compliance Training Manager

### SUMMARY

The Company is looking for a Compliance / Training Manager to create and implement policies and procedures in accordance with state and local laws and regulations.

### Role Responsibilities

- Proficiency in all duties required to maintain strict compliance with the laws of Alabama as related to the Company, and perform the functions necessary to assure quality is maintained.
- Leads the Quality Control Unit for the facility
- Serves as Chief Privacy Officer for the Company
- Create and implement policies and procedures that will ensure company compliance with all state and local regulations governing medical cannabis production and facilities.
- Receive certifications in FOCUS standards in addition to meeting continuing education requirements of AL Statute and AMCC Rule 538-x-4-.04
- CTM shall be authorized to stop production at any time if a violation is noted.
- Implement ongoing training programs for employees and management to ensure compliance
- Support and be present for all inspections
- Build and maintain relations with local and state regulatory contacts.
- Communicate effectively with management and workforce to ensure compliance to regulations.
- Ensure accurateness and completeness of product labeling.
- Keep up to date on changes in rules and regulations.
- Coordinate with all supervisors and management on compliance matters.
- Other duties/ special projects as assigned

### QUALIFICATIONS AND EDUCATION REQUIREMENTS

2+ years education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, or a similar field

Quality Control experience

Comfortable with technology necessary to perform job duties

Ability to communicate effectively in English

Background check

21+

### Preferred Skills

Excellent organizational and communication skills.

### Additional Notes

|                  |  |            |  |
|------------------|--|------------|--|
| Reviewed By:     |  | Date:      |  |
| Approved By:     |  | Date:      |  |
| Last Updated By: |  | Date/Time: |  |

## Job Description Compliance Training Manager

### SUMMARY

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### Additional Notes

|                  |  |            |  |
|------------------|--|------------|--|
| Reviewed By:     |  | Date:      |  |
| Approved By:     |  | Date:      |  |
| Last Updated By: |  | Date/Time: |  |

# Exhibit 21 – Production and Manufacturing Processes

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

1A206FB8214B461

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

- **21.1 – Identify which of the approved types of medical cannabis will be produced at each facility where cannabis is to be processed.**

The Applicant will be completing all phases of cultivation, processing, manufacturing of medical cannabis products, packaging and distribution at its central facility on Hunter Loop Road, Montgomery, AL.

The Company proposes to produce:

**Tinctures**

**Lozenges**

**Chewables (gelatinous cube and rectangular cuboid)**

**Topicals**

**Concentrated cannabis oils for use in an inhaler (including craft rosin)**

**Future development: dry powder inhaler (“breathable cannabis”)**

- 21.2 – Provide a summary of the manufacturing processes and methods to be utilized to produce each product, including the machinery, equipment, materials, and personnel necessary to produce each product.

The centerpiece of The Company’s manufacturing process is the Green Mill Parallel Pro Supercritical CO2 extraction system with Real Time Winterization (RTW). Building on Green Mill’s original, multi-patented SFE (Supercritical Fluid Extractor) system, with which our CEO/CSO has operational experience, the Parallel Pro RTW offers unprecedented ability to create medical grade cannabis extracts using compressed fluid CO2 as the only extraction solvent.

Traditional CO2 extraction of cannabis is always followed by a process of “winterization,” in which chilled ethanol is used to remove high-density waxes by precipitating them out of the cold solution. Thus, in most of the cannabis industry, to use CO2 for extraction is actually to

use a combination of CO<sub>2</sub> extraction followed by ethanol extraction. The ethanol then must be distilled, usually requiring multiple iterations of filtration and rotary evaporation, followed by a “short path” molecular distillation. These processes are energy intensive, requiring large amounts of volatile solvents which must be discarded or reclaimed using yet another distillation process.

Thanks to patented pumping, fluid dispersal plates, and temperature sensor technology, the Parallel Pro RTW reduces the energy required, solvents required, physical footprint required, and numerous critical control points that inevitably lead to human error and/or technical reasons for process downtime. In place of ethanol winterization, the Parallel Pro accomplishes dewaxing of the primary extract, in an entirely CO<sub>2</sub>-mediated, in-line process that saves time, expense and carbon footprint. Thus, while cannabis industry jargon typically refers to the output of the first extraction step as a “crude oil,” our scientific team will instead use the Parallel Pro RTW to generate a “primary extract,” which will be suitable for moving directly into product formulation, after it passes State Testing Laboratory tests required for Quality Assurance compliance. In fact, our primary extract will also be saleable as a concentrated “full extract cannabis oil” (FECO) suitable for administering using a commercially available inhaler. The Company will market it as such, contingent upon approval from the Alabama Medical Cannabis Commission (AMCC).

The Green Mill Parallel Pro RTW can be operated by a single technician, although Company SOPs dictate that laboratory operations always involve the presence of at least two trained staff members. Aside from three 220 volt power plugs, the only materials required for operation are dried, ground cannabis flower, a stainless steel funnel and tamping rod, and compressed liquid CO<sub>2</sub> cylinders which will be provided under service agreement with NexAir.

In a typical extraction sequence, ~16 pounds of ground cannabis flower will be introduced to the twin extraction vessels (roughly 8 lbs per 2x10 L vessels). The first process will involve liquid CO<sub>2</sub> pumped at subcritical pressures. This serves to effectively extract volatile bioactive components including lightweight terpenes that are a key part of the

medicinal value of whole plant cannabis. After collecting a resulting “terpene fraction,” the unit’s unique “swap cylinder” extraction vessels will be removed from the Parallel Pro frame, and placed in a laboratory oven chosen specifically to fit the cylinders without opening them. Here, the vessels can be heated to decarboxylate the cannabinoids within the material, which greatly improves the extraction efficiency and generates the most familiar bioactive cannabinoids THC and CBD, as well as other minor cannabinoids that our Company will come to specialize in, such as THCV and CBG. Following this “decarb” step, the swap cylinders will be placed back onto the Parallel Pro, and a second extraction will proceed using higher pressures that push CO<sub>2</sub> into the supercritical phase, which is optimal for the extraction and capture of the cannabinoids. Again, this will be accomplished directly in-line, resulting in a primary extract from the RTW unit that can be formulated alongside the lighter weight terpene-containing essential oils from the exact same, or different batches as needed for specific formulation needs.

While the engineering is precise, the beauty in this extraction system, requiring significant capital investment, is its simplicity and purity of process. Our decision to utilize the Parallel Pro RTW system is a testament to our belief that the best medical grade cannabis oils are obtained from the purest processes, with minimal contact with hydrocarbon solvents, and fewer process points to introduce variability and error.

Accordingly, our manufacturing processes will also include a novel, entirely solventless method known as cryo-kief. This method is a new twist on ancient traditional methods of harvesting cannabis resin by dry sifting the flower to separate glandular trichome heads from the rest of the plant material. This results in a sifted powder that is composed almost purely of the gland heads, which is known as kief. As recently published by our collaborators at CReDO Science – Ethan Russo, MD, Jeremy Plumb, PhD and Nishi Whitely – kief collection can be optimized by a patent-pending process (“cryo kief”) that involves a protocol using dry ice to simultaneously chill and dessicate the flower for a length of time, prior to sifting the material within the same dry ice-cooled, insulated container.

The machinery required for cryo-kief manufacturing is very simple. We have quoted invoices for two Pollinator dry sift devices on order from the Netherlands. These devices contain a stainless steel mesh tumbler, which will fit into a 30 cubic foot Polar Tech dry ice cooler. The cooler will be modified following prototype models recently developed by CReDO Science, to contain pelletized dry ice on shelves both above the Pollinator tumblers and below a collection pan situation underneath the tumblers. In only 20 minutes of operation per run, high quality solventless cryo-kief will be collected. This cryo-kief is itself a craft product that preserves desirable terpene constituents, as well as the “raw” cannabinoid acid THC-A, which can be formulated into products for non-psychoactive therapeutic effect. Mostly, cryo-kief will be cold-pressed using a Pikes Peak v2 Rosin Press. This 5-ton pneumatic press forces the resin to be extruded from the gland heads, literally leaving only the pure cannabis oil with virtually no cellular material remaining. The resulting product is referred to as “live rosin.” It is a medical cannabis product that will be used to formulate our highest quality “craft” lines of tinctures and chewables. It will also itself be packaged (after passing mandatory quality control lab tests by a State Testing Laboratory) and sold as a desirable, concentrated cannabis oil that is administered using a commercially available inhaler, contingent on approval from the AMCC. Rosin will be packaged in small jars, from which product can be scooped out using a small, precision spatula to designate a limited dose size.

As with the Green Mill Parallel Pro system, the Rosin Press can be operated safely by an individual lab technician, but will be accompanied by at least a second lab technician in adherence to our SOPs to ensure safety.

An important benefit of the cryo-kief method is that after collection of top quality cannabis oil using the solventless method, the remaining flower contains as much as 70% or more of its original cannabinoid content, and is still in a perfectly appropriate form to extract using the Green Mill Parallel Pro. This is a great advantage over other widely used practices of rosin production, which offer very low percent recovery. While exact protocols will be developed and proprietary to the Company, our manufacturing processes will revolve around highly efficient combinations of solventless and CO2-only extraction methods,

which will set a brand new standard of purity for the Alabama medical cannabis market and beyond.

### **Tinctures**

Tinctures are created by infusing cannabis resin, obtained from either mechanical separation (solventless) or chemical extraction of cannabinoid-containing glandular trichomes, into a suitable excipient oil or alcohol solution.

The Company will offer the finest cannabis tinctures available. Our process starts with unique cannabis source genetics, formulated using our proprietary combination of hydrocarbon-free CO<sub>2</sub> extraction and a patent-pending, solventless “cryo-kief” method as described above. Primary extracts – either cultivar specific or in combinations – will be directly infused into pharmaceutical quality medium chain triglyceride (MCT) oil using an overhead laboratory stirrer and a heated bath to maintain target viscosity for homogenization. The Company’s in-house potency testing, using an Orange Photonics Light Lab 3 Cannabis Analyzer (a brand of high performance liquid chromatography, HPLC), will be regularly employed to assure that target concentrations of active cannabinoids are hit with the precision required by Alabama law and rules.

### **Lozenges**

Lozenges, like tinctures, are partially absorbed in the mouth (transmucal), and also partially absorbed in the gastrointestinal tract due to swallowing. Thus, lozenges are highly effective at achieving therapeutic effects more rapidly than oral consumption alone (as with chewables or other “edibles”), but more slowly than inhalation methods. Lozenges also represent a highly portable, easily usable form of medical cannabis, that is familiar and comfortable to many patients who may find tinctures awkward to dose, especially in pediatric or geriatric populations.

Lozenges will be offered in dose sizes of 5, 10, and 15mg THC. The 10mg dose size will additionally be offered as part of the Cathy’s Craft brand line.



### **Chewables (gelatinous cube and rectangular cuboid)**

Gelatinous chewable products are taken orally. These edible products are easy to consume, familiar to patients, and critically important as a mode of delivery to help provide relief for chronically ill patients in Alabama. Our company has developed proprietary SOPs in conjunction with Dark City Molds, a science-forward leader in the industry of infused gummy products.

All products will be formulated following Good Manufacturing Practice as required by federal code 21CFR210. This code dictates among other things that drug products be easily distinguishable by dose. In addition to using color-distinctive packaging for our differently dosed products, chewables will be distinguishable by the actual product, so that patients can avoid accidentally ingesting more than the desired dose. Each chewable category will be a different color, and those products containing more than 10 mg THC per piece will be of a larger, rectangular cuboid shape. Note that patients and caregivers will be instructed to use products as directed by the specific recommendation of their certified physician.

- “C-T squares” - yellow colored cuboidal shape that is CBD-dominant in a 2:1 ratio (20mg CBD: 10 mg THC)
- “T-C relief” - orange colored rectangular cuboid shape that is THC-dominant in a 1:2 ratio (10mg CBD : 20 mg THC)
- “T-time” - red colored rectangular cuboid shape made exclusively from proprietary solventless, pressed rosin technology, containing 15 mg THC per piece.

At least in Phase I of Company operations, both lozenges and chewables will be created using “flood-and-scrape” techniques that are common (but not easy to master) in the manufacture of these product types. Following proprietary SOPs, a kettle cooker is used to homogenize a precise amount of active cannabinoids into a low viscosity slurry. This slurry is then proficiently spread out onto top quality silicone molds by pouring briskly and then using a silicone scraper to fill all molds to the level. The mechanics are simple, and machinery required is readily available without lead times. It however requires trained technique and ample product development time to hone in repeatable slurry mixes and

SOPs to determine the proper timing to allow the lozenges or gummies to set before extrusion from the molds. The Company CEO/CSO, who has extensive laboratory experience, will commence experimenting with product development of chewables and lozenges as soon as the lab facility is operational and before licensure, since most of the process can be dialed in without the addition of cannabis extracts.

### **Topicals**

Cathy's Craft Creation Balm is based on a formulation created by a well-known ALS survivor, Cathy Jordan. Cathy's Craft Creations brand products contain all natural ingredients with no added perfumes or irritating excipients, including US Pharmaceutical grade beeswax which will be sourced from local Alabama producers if and when possible. Products under the CCC brand are formulated for patients with complex sensitivities.

Cathy's Craft Creation Balm is used topically for targeted surface applications. The balm may be used for pain relief, and has added skin care benefits. Topical preparations are designed for fast-acting penetration of the dermis.

The Company brand Sports Lotion is also used topically. In addition to fast-acting surface pain relief, the Sports Lotion contains a cooling menthol favored by sportspersons.

Precisely formulated primary CO2 extracts and/or pressed rosin as described above will go into the Company's topical products as starting materials. Mixing of ingredients is accomplished without specialty laboratory machinery.

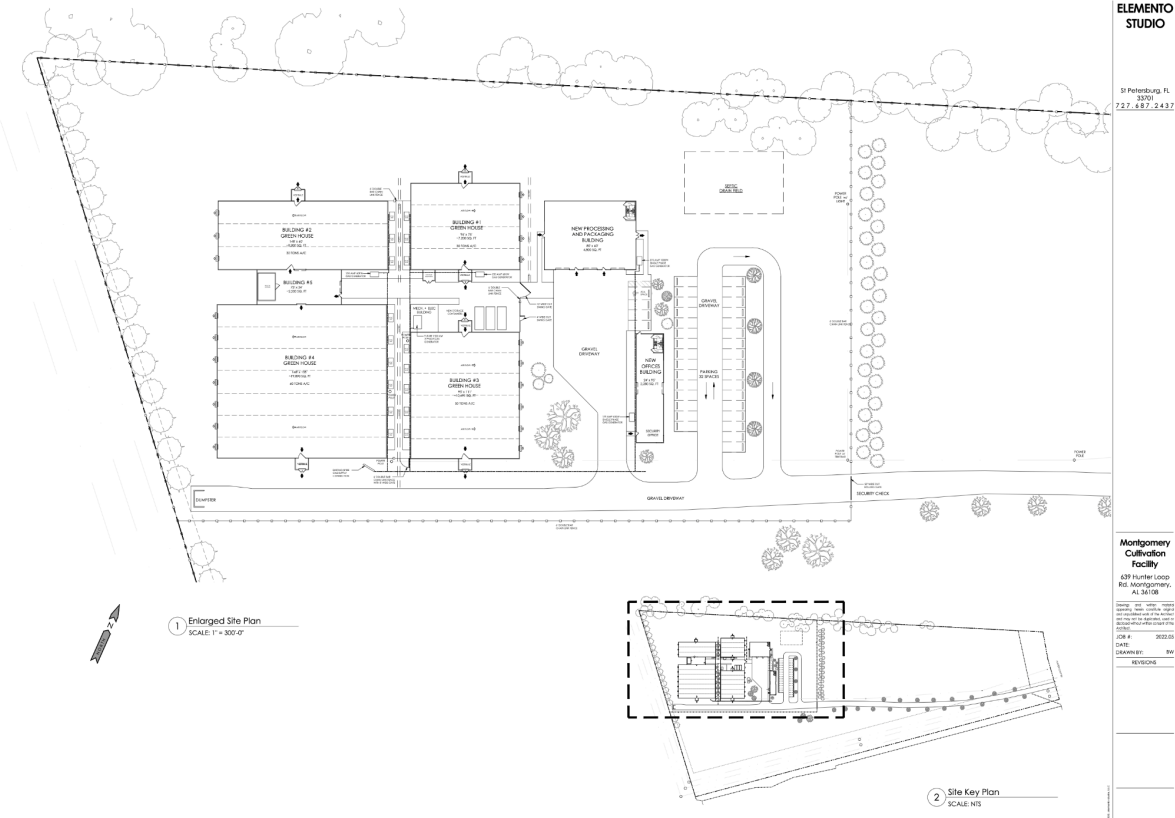
### **Dry powder "breathable cannabis" inhaler**

The Company CEO/CSO Dr Greg Gerdeman has developed a scientific relationship with Dispersa Labs, maker of Sula, the world's first inhalation dry powder for cannabis. Whereas our craft rosin products will allow for rapid inhalational dosing that is important for management of acute symptoms, they are best suited for patients requiring moderate to high doses of THC under their doctor's recommendation. By comparison, Sula breathable cannabis is an innovative, patented dry powder inhaler (DPI) that allows for low dose

repeatability, delivering only 1 mg THC per inhalation. The Company and Dispersa Labs have executed a binding Letter of Intent to develop Amapure branded breathable cannabis products under exclusive license for the state of Alabama, to be implemented in Phase III of the Company business plan. This will require additional capital investment and processing capacity, including specific machinery that remains to be divulged to the Company. The Sula DPI product thus represents a key future product “in the pipeline,” but one which both parties intend to pursue in good faith should The Company be awarded the Integrated Facility license it seeks.

- 21.3 – Provide a professionally-rendered blueprint showing which portions of each of its facilities are ascribed to a particular phase or department of integrated production – cultivation, processing, transporting, and dispensing

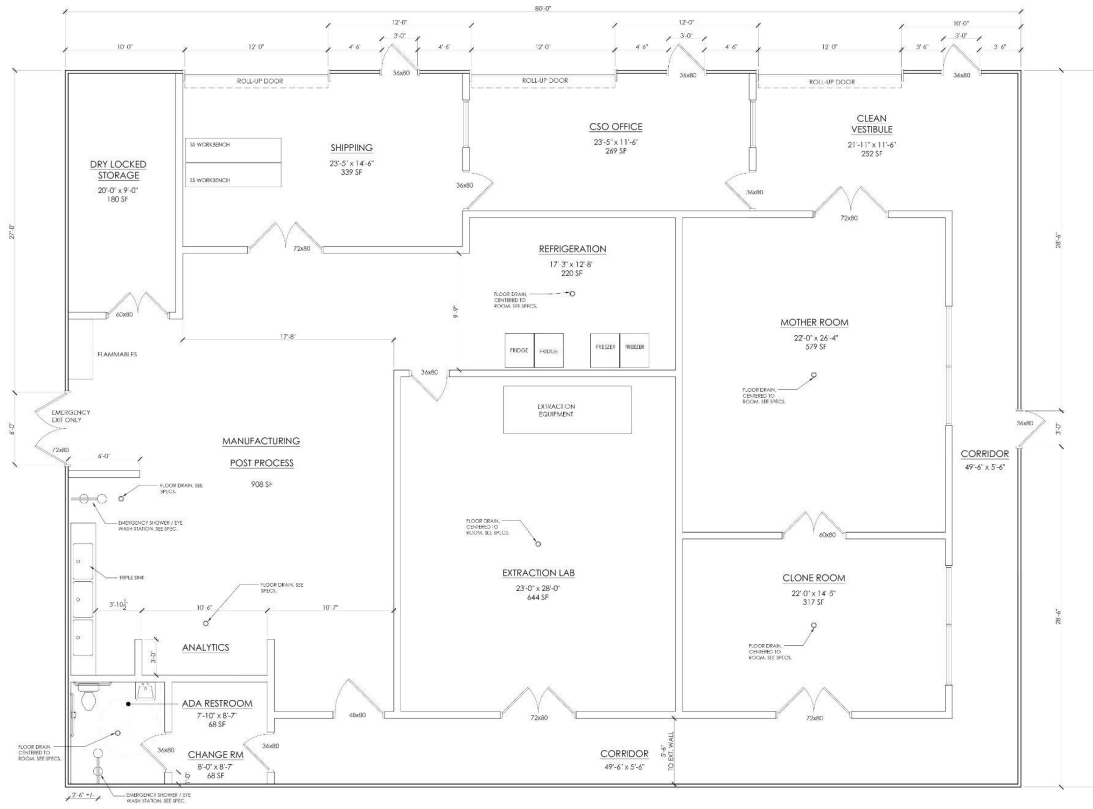
The Company’s cultivation and processing facilities are shown. The top figure depicts the complete farm site including all updates on schedule for completion by the Spring of 2023. Cultivation will proceed in the four buildings labeled GREEN HOUSE Buildings 1-4, which are hybrid climate-controlled greenhouses as indicated. Processing operations will occur within the structure labeled “New Processing and Packaging Building.”



ELEMENTO  
STUDIO

St Petersburg, FL  
33701  
727.687.2437

Montgomery  
Cultivation  
Facility  
639 Hunter Road  
RD 100 Montgomery,  
AL 36108  
DATE: 02/25/20  
DRAWN BY: RW  
REVISIONS:



1 60x80 BLDG FLOORPLAN  
SCALE: 1/4" = 1'-0"

**ELEMENTO  
STUDIO**

St Petersburg, FL  
33701  
727.687.2437

**Alabama  
Farm**

639 Hunter Loop  
Rd. Montgomery,  
AL 36108

Design and written records depicting herein constitute original and exclusive work of the Architect and may not be duplicated, used or disclosed without written consent of the Architect.

JOB # : 2022-#  
DATE : 12/09/2022  
DRAWN BY : BW

REVISIONS

60x80 LAB  
BUILDING  
**A2.1**

The lower figure depicts blueprint detail of the New Processing and Packaging Building. Note that this building also contains indoor cultivation rooms for clones and “mother” plants for genetic propagation. Areas designated for extraction and post processing/formulation are clearly shown.

- 21.4 – Identify specific plans to ensure safety of personnel and facilities based on the types of processes proposed to be utilized.

This section will describe practices and procedures based on processes proposed. Each process has a corresponding HACCP Analysis to add additional detail to The Company standard proposed below.

### **Health and Safety**

The Company Management shall continuously develop and maintain a healthy and safe work environment for all workers, contracted professionals, and visitors. This includes the implementation of a health and safety program to be documented including annual training and cyclic assessment of all workers.

Personal Protective Equipment - As identified by the Health and Safety Risk Assessment, personal protective equipment (PPE) for eyes, ears, face, head and extremities, protective clothing and respiratory devices shall be provided, used and maintained in a sanitary and reliable condition wherever necessary due to hazards from processes, environmental conditions, chemicals, radiation, mechanical irritants or other risks capable of causing injury or impairment to any part of the body through absorption, inhalation, noise or physical contact. PPE will be assigned to workers in proper working order and may include glasses, goggles, ear protection, gloves, masks, respirators, aprons, boots, etc.

Prohibited items - prohibited in the laboratory area mainly loose items that can detach during production such as hanging jewelry . Unless operating machinery or restricted by site safety procedures workers can wear jewelry that does not affect the job tasks if gloves are worn.

Smoking and Tobacco use -The use of any smoking or tobacco products is prohibited in all production, storage, and work areas in the facility including any area not specifically designated as a smoking area.

Equipment use - Any equipment utilizing high pressure, vacuum, freezing equipment, and heating equipment will be included in appropriate procedures, safety controls and training. A qualified engineer, chemist, industrial hygienist or equivalently certified professional shall train managers and all production workers on safe extraction equipment company,

hazardous material handling, working with heat and pressure and equipment safety procedures.

Emergencies -The company will document emergency procedures, train workers and display emergency signage. Procedures and training will cover evacuation, emergency contacts and emergency response actions for specific situations. All procedures will comply with applicable government safety and fire regulations and codes. During company hours, the facility will have workers onsite that are trained in liquid and chemical spill clean-up; appropriate cleanup personal protective equipment and supplies will be available.

First Aid -The company will ensure there is always at least one person on premises with documented first aid training. The company will maintain well-stocked first aid kits that are checked and restocked monthly as needed.

Animals- No animals or pets are permitted in production areas or areas that contain raw materials, work-in-process, finished goods or stored products, production equipment, product containers or packaging.

Water- Documented water analysis or municipal certificate of analysis will be on file for review. Any non-potable water sources will be marked with a 12-x-12-inch warning sign in appropriate languages.

## **Facilities**

Facility maintenance plan – The Company will have a documented plan for the upkeep of all operational elements of the physical facility including mechanical equipment, utilities, structure integrity, water drainage and external signage. Records will show the type of maintenance completed, mechanic or technician name and date work was completed.

Environmental controls – The Company will maintain appropriate lighting, ventilation, air quality (viable and non-viable airborne contaminants), temperature, pressure and humidity in all areas used for packaging, weighing, trimming, preparation, modification, processing and storage. The Company shall periodically monitor and record conditions in areas where environmentally sensitive products are processed, analyze collected data and take corrective action as required. Records of environmental monitoring and corrective action shall be retained for two years.

Ventilation and Exhaust Fans - Ventilation equipment and fans will maintain safe air quality and vent and/or filter any noxious odors or dangerous airborne contaminants.

Hazardous Materials- All hazardous materials and cleaning supplies must be identified, marked, segregated, controlled and stored according to written procedures, government regulations and product labeling. Separate, lockable storage must be in place for all hazardous substances. If food-grade chemicals, including lubricants, greases, etc., are used in product/packing contact areas, chemicals must be handled according to procedures and segregated from non-food-grade items at all times to eliminate misuse. Non-food-grade chemicals will be clearly marked and segregated from product production areas. The Company will train workers that handle chemicals in liquid and chemical spill clean-up as defined by manufacturer's label and the safety data sheet, and as appropriate for the materials and risks.

Signage- Signage supporting Good Manufacturing Practices (GMP), worker safety and hygiene will be posted in all appropriate work areas. Signs must be presented in languages appropriate for workers, contractors and visitors. Applicable graphic signs also may be used. The Company must post signage for all hazardous areas identified in the Health and Safety Risk Assessment. Information signs must provide clear instructions and general safety information for material handling and equipment operation.

Facility Alarm Systems- facility alarm systems will require continuous monitoring to ensure worker safety. This includes use of motion detection, panic button alarms, and continuous alarm system maintenance. Facility management will consistently coordinate with security personnel to ensure worker safety.

## **Training**

The company should designate a training manager that will develop plans and coordination with supervision that ensures all workers participate and training record keeping practices and that the training manager has a current working knowledge of facility processes and procedures.

These worker training programs developed by management, shall ensure that managers are able to reinforce and observe standardized behavior that ensures safe production. This documented training program will ensure all workers are trained, at a minimum, on the following SOP's or procedures:



- Company policies and procedures
- Emergency procedures
- Hazardous materials
- Hygiene and food-handling safety
- Industry policies and standards
- Labeling and packaging
- Product quality
- Product testing
- Regulatory inspections
- Required record keeping
- Sanitation and cleaning procedures
- Security and interaction with law enforcement
- Specific job training as required
- Violations and enforcement
- Worker health and safety

### **HACCP Analysis of processes proposed**

The following are Hazard Analysis and Critical Control Points covering each of the primary products to be produced by the Company.

| Firm Name:<br>Firm Address:   |  | Product Description: Pectin Cuboids<br><br>Method of Storage and Distribution: Packaged into approved containers, stored in vault in quarantine until clearing 3 <sup>rd</sup> party testing, and distributed via seed-to-sale tracking system.<br><br>Intended Use and Consumer: oral consumption for patients as prescribed by doctor |   |  |  |
|---|--|---|---|--|--|
| (1)<br>Ingredient/ Processing Step  | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step  | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No)   | (4)<br>Justify Your Decision for Column 3   | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?  | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Primary product is taken from the vault and weight via desired potency.</li> </ul>                   | <ul style="list-style-type: none"> <li>Calculations for formulations</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>Temperature monitoring</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Inactive Ingredients homogenized with ph. testing performed beforehand</li> </ul>                    | <ul style="list-style-type: none"> <li>Ph important in maintaining shelf stability.</li> <li>Heated mixture</li> </ul>               | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Testing is done through process as well as a final 3<sup>rd</sup> party test conducted at the end of every process. Training and SOP's ensure safe handling</li> </ul> | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness, ph. tester,</li> <li>Temperature monitoring</li> </ul>                              | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Inactive ingredient mixture homogenized with primary product</li> </ul>                              | <ul style="list-style-type: none"> <li>Conversion of cannabinoids into analogues</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns, conversions would not produce hazards that wouldn't be confirmed by testing throughout this process and in final test</li> </ul>                   | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>Controlled with third party testing an QC throughout formulation</li> </ul> | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |
| <ul style="list-style-type: none"> <li>Mixture is poured into molds and cooled</li> </ul>   | <ul style="list-style-type: none"> <li>Hot mixture</li> <li>Setting effects shelf life</li> </ul>                                    | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Risk of burns but PPE and training in place. The SOP's we have in place ensure consistency in production.</li> </ul>   | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Cuboids are sugared and added to final packaging</li> </ul>  | <ul style="list-style-type: none"> <li>None</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>N/A</li> </ul>   | <ul style="list-style-type: none"> <li>Assists in batch prep for analytical testing to prevent batch contaminations</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Batches stored in vault and tested</li> </ul>  | <ul style="list-style-type: none"> <li>None</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>All equipment used in process is cleaned of excess and sanitized before and after process</li> </ul> | <ul style="list-style-type: none"> <li>Mold Contamination of end products for patients and future batches due to build up</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily</li> </ul>  | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |

Figure 21.4.1 HACCP Hazard Analysis (Pectin Cuboids)

| Firm Name:<br>Firm Address:   |   | Product Description: Lozenges<br><br>Method of Storage and Distribution: Packaged into approved containers, stored in vault in quarantine until clearing 3 <sup>rd</sup> party testing, and distributed via seed-to-sale tracking system.<br><br>Intended Use and Consumer: oral consumption for patients as prescribed by doctor |   |  |  |
|---|---|---|---|--|--|
| (1)<br>Ingredient/<br>Processing Step   | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step   | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No)   | (4)<br>Justify Your Decision for Column 3   | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?  | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Primary product is taken from the vault and weight via desired potency.</li> </ul>         | <ul style="list-style-type: none"> <li>Calculations for formulations</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>Temperature monitoring</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Inactive Ingredients homogenized</li> </ul>  | <ul style="list-style-type: none"> <li>Ph important in maintaining shelf stability.</li> <li>Heated mixture</li> <li>And water content important</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Testing is done through process as well as a final 3<sup>rd</sup> party test conducted at the end of every process. Training and SOP's ensure safe handling</li> </ul> | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness, ph. tester,</li> <li>Temperature monitoring</li> </ul>                              | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Inactive ingredient mixture homogenized with primary product</li> </ul>                    | <ul style="list-style-type: none"> <li>Conversion of cannabinoids into analogues</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns, conversions would not produce hazards that wouldn't be confirmed by testing throughout this process and in final test</li> </ul>                   | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>Controlled with third party testing an QC throughout formulation</li> </ul> | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |
| <ul style="list-style-type: none"> <li>Mixture is poured into molds and cooled</li> </ul>   | <ul style="list-style-type: none"> <li>Hot mixture</li> <li>Setting effects shelf life</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Risk of burns but PPE and training in place. The SOP's we have in place ensure consistency in production.</li> </ul>   | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Lozenges added to final packaging</li> </ul>   | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>N/A</li> </ul>   | <ul style="list-style-type: none"> <li>Assists in batch prep for analytical testing to prevent batch contaminations</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Batches stored in vault and tested</li> </ul>  | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>All equipment used in process is cleaned and sanitized before and after process</li> </ul> | <ul style="list-style-type: none"> <li>Mold Contamination of end products for patients and future batches due to build up</li> </ul>                        | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily</li> </ul>  | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |

Figure 21.4.2 HACCP Hazard Analysis (Lozenges)

| Firm Name:<br>Firm Address:  |   | Product Description: Topical<br><br>Method of Storage and Distribution: Packaged into approved containers, stored in vault in quarantine until clearing 3 <sup>rd</sup> party testing, and distributed via seed-to-sale tracking system.<br><br>Intended Use and Consumer: Used as a medication as prescribed by doctor for patient use on skin or affected surfaces. |   |  |  |
|--|---|---|---|--|--|
| (1)<br>Ingredient/<br>Processing Step  | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step                               | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No)   | (4)<br>Justify Your Decision for Column 3   | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?  | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Primary Product taken from vault and weighed.</li> </ul>                        | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns given current procedures for QC Team</li> </ul>                   | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Formulated primary product amount added and homogenized in mixture</li> </ul>   | <ul style="list-style-type: none"> <li>Heat</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Risk of burns, use of heavy equipment</li> </ul>                                     | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Oil, API, and terpenes are homogenized into uniform mixture.</li> </ul>         | <ul style="list-style-type: none"> <li>Sharp blades used for stirring, heat and heavy equipment use.</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>Tests done on ingredients beforehand for QC.</li> </ul>                              | <ul style="list-style-type: none"> <li>PPE, training, using validated standard operating procedures and situational awareness</li> </ul>             | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Homogenized topicals cream is then added to final product packaging.</li> </ul> | <ul style="list-style-type: none"> <li>Product contamination</li> </ul>   | <ul style="list-style-type: none"> <li>Yes</li> </ul>   | <ul style="list-style-type: none"> <li>Product safety for consumer</li> </ul>   | <ul style="list-style-type: none"> <li>3<sup>rd</sup> Party testing, Sanitation standard operating procedures, cleanroom facility design.</li> </ul> | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |
| <ul style="list-style-type: none"> <li>Cream Jars packaged and stored in vault</li> </ul>                              | <ul style="list-style-type: none"> <li>Temperature and humidity levels</li> </ul>                               | <ul style="list-style-type: none"> <li>No</li> </ul>  | <ul style="list-style-type: none"> <li>No safety concerns, quality control team will monitor storage conditions.</li> </ul> | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |

Figure 21.4.3 HACCP Hazard Analysis (Topicals)

| Firm Name:<br>Firm Address:   |  |   | Product Description: Tinctures<br><br>Method of Storage and Distribution: Packaged into approved containers, stored in vault in quarantine until clearing 3 <sup>rd</sup> party testing, and distributed via seed-to-sale tracking system.<br><br>Intended Use and Consumer: As prescribed by doctor for patient |  |  |
|---|--|---|--|--|--|
| (1)<br>Ingredient/<br>Processing Step   | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step  | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No) | (4)<br>Justify Your Decision for Column 3  | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?  | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Primary Product taken from vault and weighed</li> </ul>                      | <ul style="list-style-type: none"> <li>None</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>   | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Formulated amount of Primary product and carrier oils homogenized</li> </ul> | <ul style="list-style-type: none"> <li>Heat</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>Risk of burns</li> </ul>  | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Oil, primary product and terpenes mixture are homogenized</li> </ul>         | <ul style="list-style-type: none"> <li>Heat</li> <li>heavy equipment</li> <li>Helps control consistency in batch formulations</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Oil product is then dispensed into tincture bottles</li> </ul>               | <ul style="list-style-type: none"> <li>Product contamination</li> </ul>  | <ul style="list-style-type: none"> <li>Yes</li> </ul>       | <ul style="list-style-type: none"> <li>Product safety for consumer as this is the final product there is potential for contamination</li> </ul>  | <ul style="list-style-type: none"> <li>3<sup>rd</sup> Party testing and in house quality control protocols in place to prevent any contaminations</li> </ul> | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |
| <ul style="list-style-type: none"> <li>Tinctures stored in vault pending final tests</li> </ul>                     | <ul style="list-style-type: none"> <li>Temperature and humidity levels</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>   | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily kept in vault logs</li> <li>QC team monitors vaults</li> </ul>    | <ul style="list-style-type: none"> <li>No</li> </ul>     |

Figure 21.4.4 HACCP Hazard Analysis (Tinctures)

| Firm Name:<br>Firm Address:  |   |   | Product Description: Primary Product<br>Method of Storage and Distribution: Packaged into approved containers, stored in vault, and recorded via seed-to-sale tracking system.<br>Intended Use and Consumer: For use in formula calculations for final products |  |  |
|--|---|---|---|--|--|
| (1)<br>Ingredient/<br>Processing Step  | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step   | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No) | (4)<br>Justify Your Decision for Column 3   | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?  | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Flower from vault ground in Futurola machine pack into columns</li> </ul>                                     | <ul style="list-style-type: none"> <li>Blades in machine</li> <li>Aerosols and dust</li> </ul>  | <ul style="list-style-type: none"> <li>Yes</li> </ul>       | <ul style="list-style-type: none"> <li>Potential for cuts</li> <li>Dusts can cause allergic reactions</li> </ul>  | <ul style="list-style-type: none"> <li>Training, safety and situational awareness</li> <li>Masks worn if needed during process</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Pack flower in Greenmill columns to be extracted</li> </ul>   | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>  | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Load columns into Greenmill and perform equipment inspections</li> </ul>                                      | <ul style="list-style-type: none"> <li>Ensuring no leaks exist</li> <li>Ensuring temperature and electrical contacts are maintained and grounded</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>SOP's and safety protocols in place to prevent any issues with runs</li> </ul>   | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Decarboxylation</li> </ul>  | <ul style="list-style-type: none"> <li>Ensuring temperature and electrical contacts are maintained and grounded</li> <li>Ensuring no leaks exist</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concern</li> </ul>   | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Winterization</li> </ul>  | <ul style="list-style-type: none"> <li>Fat content undesired contaminants</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>Contamination of primary product</li> </ul>  | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>Following winterization protocol</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Extraction of terpenes and Primary Product</li> </ul>   | <ul style="list-style-type: none"> <li>Exposure to CO2</li> <li>Pressurized vessels</li> <li>Electrical equipment</li> <li>Heated metal</li> </ul>          | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>Sealed system under high heat and pressure.</li> </ul>   | <ul style="list-style-type: none"> <li>Room ventilation, PPE, training, and situational awareness</li> <li>SOP's and maintenance schedules available for equipment</li> </ul>                              | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Finished Primary Product is jarred and stored in vault after nitrogenating samples sent to testing</li> </ul> | <ul style="list-style-type: none"> <li>Degradation</li> <li>Validation of potency for formulations</li> </ul>   | <ul style="list-style-type: none"> <li>yes</li> </ul>       | <ul style="list-style-type: none"> <li>this product will be used for final formulations products will be in holding until confirmatory testing on potency is done.</li> </ul>   | <ul style="list-style-type: none"> <li>Prevents degradation due to existence of oxygen in container head space</li> <li>There will be in holding until confirmatory testing on potency is done.</li> </ul> | <ul style="list-style-type: none"> <li>yes</li> </ul>    |

Figure 21.4.5 HACCP Hazard Analysis (Primary Product)

| Firm Name:<br>Firm Address:  |   |   | Product Description: Rosin<br><br>Method of Storage and Distribution: Packaged in air tight, nitrogenated packaging within locked vaults. Products tracked via seed-to-sale tracking system.<br><br>Intended Use and Consumer: Currently and intermediate product to be made into oils for formulation in final products |   |  |
|--|---|---|--|---|--|
| (1)<br>Ingredient/<br>Processing Step  | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step   | (3)<br>Are Any Food Safety Hazards Significant? (Yes or No) | (4)<br>Justify Your Decision for Column 3  | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?   | (6)<br>Is the Step a Critical Control Point? (Yes or No) |
| <ul style="list-style-type: none"> <li>Flower taken from vault and weighed</li> </ul>  | <ul style="list-style-type: none"> <li>None</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns due to QC team and transfer procedure in coordination with seed-to-sale inventory tracking.</li> </ul>   | <ul style="list-style-type: none"> <li>N/A</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Flower put through cryo-mechanical separation of Trichomes</li> </ul>                           | <ul style="list-style-type: none"> <li>Cold Temps, Heavy fast-moving equipment, Potential for build up or mold accumulation due to condensation.</li> </ul> | <ul style="list-style-type: none"> <li>Yes</li> </ul>       | <ul style="list-style-type: none"> <li>Sanitation procedures in place for all equipment used in production. All machinery will have maintenance schedules as well to ensure safety.</li> </ul>   | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness, enforcing maintenance and cleaning schedules.</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Separated Trichomes are freeze dried and prepared for pressing</li> </ul>                       | <ul style="list-style-type: none"> <li>Potential for mold build up in freeze dryer</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>machine operates independently and is cleaned and sanitized after every use.</li> </ul>   | <ul style="list-style-type: none"> <li>PPE, training, following procedures, and situational awareness</li> </ul>                          | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Pressed rosin collected and stored in vault for further processing to final products</li> </ul> | <ul style="list-style-type: none"> <li>Temperature and humidity levels</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>   | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily in vault records</li> </ul>                    | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>All equipment and tools are dried and sanitized before and after a batch is produced</li> </ul> | <ul style="list-style-type: none"> <li>Potential biological and chemical contaminations are controlled with this step.</li> </ul>                           | <ul style="list-style-type: none"> <li>Yes</li> </ul>       | <ul style="list-style-type: none"> <li>Improper sanitization may lead to contaminations in products produced down the line</li> </ul>  | <ul style="list-style-type: none"> <li>This step ensures the enforcement of lab sanitization and cleaning procedures.</li> </ul>          | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |

Figure 21.4.6 HACCP Hazard Analysis (Rosin)

| Firm Name:<br>Firm Address:  |   |   | Product Description: Full Extract Cannabis Oil Syringe<br><br>Method of Storage and Distribution: Packaged into approved containers, stored in vault in quarantine until clearing 3 <sup>rd</sup> party testing, and distributed via seed-to-sale tracking system.<br><br>Intended Use and Consumer: As prescribed by doctor for patient |   |  |
|--|---|---|--|---|--|
| (1)<br>Ingredient/<br>Processing Step  | (2)<br>Identify Potential Hazards Introduced, Controlled or Enhanced at this Step                           | (3)<br>Are Any Food Safety Hazards Significant? (Yes or no) | (4)<br>Justify Your Decision for Column 3  | (5)<br>What Control Measures can be Applied to Prevent / Reduce / Eliminate the Hazard?   | (6)<br>Is the Step a Critical Control Point? (Yes or no) |
| <ul style="list-style-type: none"> <li>Primary Product and API's taken from vault and weighed</li> </ul>                   | <ul style="list-style-type: none"> <li>Assists in control of potency and consistent formulations</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Terpenes taken from vault and weighed</li> </ul>                                    | <ul style="list-style-type: none"> <li>Assists in control of potency and consistent formulations</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>N/A</li> </ul>  | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness</li> </ul>  | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Oil and terpenes mixture are homogenized</li> </ul>                                 | <ul style="list-style-type: none"> <li>Concentrations and batch accuracy</li> </ul>                         | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>SOP in place</li> </ul>   | <ul style="list-style-type: none"> <li>PPE, training, and situational awareness,</li> <li>Strict adherence SOP's</li> </ul>   | <ul style="list-style-type: none"> <li>No</li> </ul>     |
| <ul style="list-style-type: none"> <li>Syringes are cleaned sanitized prior to filling</li> </ul>                          | <ul style="list-style-type: none"> <li>Product contamination</li> </ul>                                     | <ul style="list-style-type: none"> <li>Yes</li> </ul>       | <ul style="list-style-type: none"> <li>Product safety for consumer there may be potential contaminants from manufacturer.</li> </ul>   | <ul style="list-style-type: none"> <li>Eliminates potential contamination from manufacturer</li> </ul>  | <ul style="list-style-type: none"> <li>Yes</li> </ul>    |
| <ul style="list-style-type: none"> <li>Syringes packaged and stored in vault to go to final testing and holding</li> </ul> | <ul style="list-style-type: none"> <li>Temperature and humidity levels</li> </ul>                           | <ul style="list-style-type: none"> <li>No</li> </ul>        | <ul style="list-style-type: none"> <li>No safety concerns</li> </ul>   | <ul style="list-style-type: none"> <li>Monitor temperature and humidity levels twice daily and logged and monitored in coordination with QC team held until final testing finished</li> </ul> | <ul style="list-style-type: none"> <li>No</li> </ul>     |

Figure 21.4.7 HACCP Hazard Analysis (FECO)

- 21.5 – Provide a detailed list of formulae and ingredients for each medical cannabis product, including a list of all excipients to be utilized in the manufacture of each product, and the purpose served by each.



| Ingredient                          | Purpose   | Function  | %   | wt.(g) |
|-------------------------------------|---|---|-----|--------|
| <b>TOPICAL</b>                      |   |   |     |        |
| Cold pressed unrefined coconut oil  | Diluent   | carrier oil   | 60  | 60     |
| Ginger Oil                          | Anti-inflammatory   | Emollient/ has anti-inflammatory properties   | 3   | 3      |
| Vitamin E Oil                       | Has synergistic effects to enhance absorption of other products | Emollient   | 10  | 10     |
| Bees wax                            | Increase shelf life/stability/                                  | Emollient/ acts as gently antiseptic and prevents water loss  | 19  | 19     |
| Primary Product                     | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 7   | 7      |
| Essential oil                       | Essential oil   | fragrance   | 1   | 1      |
| <b>Full Extract Cannabis Oil</b>    |   |   |     |        |
| Terpenes                            | Acts synergistically with                                       | Acts synergistically with API's   | 5   | 5      |
| Primary Extract Oil                 | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 95  | 95     |
| <b>Rosin</b>                        |   |   |     |        |
| Primary Extract                     | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 100 | 100    |
| <b>Primary Product</b>              |   |   |     |        |
| Primary Extract                     | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 100 | 100    |
| <b>Tinctures</b>                    |   |   |     |        |
| Primary Extract                     | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 80  | 80     |
| MCT Oil                             | Carrier Oil/ Dilutant   | Act as carrier for Primary Product for delivery   | 20  | 20     |
| <b>Lozenges</b>                     |   |   |     |        |
| Sugar                               | Soluble sugars for Brix (total soluble solids in liquid)        | Acts as a binder as water evaporates  | 50  | 250    |
| Tincture or Primary Product         | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 5   | 25     |
| Powdered Corn Syrup                 | Mixture with sugars creates texture for lozenge                 | Helps mixture maintain shape  | 15  | 75     |
| Flavoring                           | Peach flavoring   | Per Commission Rec  | 1   | 5      |
| Distilled water                     | Diluent   | Dilutes mixture to allow for homogenization   | 20  | 100    |
| <b>Pectin Cuboids</b>               |   |   |     |        |
| Water - RO or Distilled             | Dilutant/ Ion control   | Avoids mineral contamination (charged ions inhibit gel setting)   | 20  | 100    |
| Pectin - Unbuffered, Extra Slow Set | Setting agent   | Allows gelatin to maintain shape, pectin is pH and Ion sensitive,   | 3   | 15     |
| Sodium Citrate                      | pH buffing  | Mediated pH impact of Citric Acid without adding flavor   | 0.1 | 0.5    |
| Table Sugar                         | setting assist  | Pectin utilizes these sugars for structural formation   | 1   | 5      |
| Sugar                               | Soluble sugars for Brix (total soluble solids in liquid)        | Acts as a binder as water evaporates  | 33  | 165    |
| Syrup 42DE (Corn)                   | Soluble sugars for Brix (total soluble solids in liquid)        | Acts as a binder: Assists in adjusting viscosity  | 35  | 175    |
| Citric Acid (Dry)                   | Setting agent / Flavor  | pH adjusting to assist in pectin setting  | 0.5 | 2.5    |
| Sodium Citrate (Dry)                | pH buffing  | Mediated pH impact of Citric Acid without adding flavor   | 0.5 | 2.5    |
| Flavoring (Oil Based Recommended)   | Peach   | Flavoring   | 2   | 10     |
| Primary Product                     | Active Ingredient   | Amount added to be determined with batch testing. Function is to induce therapeutic effects of cannabis oils. | 1   | 5      |

Figure 21.5.1 Table of Ingredients and Formulae(w/w)

# Exhibit 22 - Machinery and Equipment

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 22 – Machinery and Equipment**

The Applicant must provide, as available:

- 22.1 – Sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation and processing of medical cannabis.

The applicant has contracted with multiple best-in-class manufacturers of the machinery and equipment necessary for conducting high quality extraction and processing. Below are the sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in the major components for the laboratory.

Index:

1. Green Mill CO2 Extractor Parallel Pro with Real Time Winterization
2. Agrify Pikes Peak V2 Rosin Press
3. Medicinal Genomics AriaMX Realtime PCR system
4. Medicinal Genomics PathoSEEK® Plant Pathogen Detection KitS
5. Orange Photonics LightLab3 Cannabis Analyzer

Document Description: 01 - November 2020

Purchasing Agreement for the **GREENMILL**™  
**GREENMILL**

thank you.

Purchase Agreement for the **GREENMILL**™  
 you **GREENMILL**™ with Best Price Guarantee™ exhibited herein.

Document 02 - 01 November 2020 - 4 pages (www.GreenMill.com) Document 02-00000001

Document Description: 01 - November 2020

**Agreement:** Both Installation and Training shall be included in addition with a minimum of 1 hour of 1:1 instruction.

**2. PRICES:** Prices shall be agreed to in writing by Seller, as in their printed specification of description and standard costs, with all taxes including federal, state and local sales taxes, property and excise taxes and other taxes, as well as value added tax, value added in foreign transfer taxes, customs or shipping and other duties and excise taxes, and any other such taxes or duties imposed by law. Buyer agrees to pay all such taxes (except taxes applicable to Seller's records). Buyer agrees to indemnify and hold Seller harmless for responsibility for tax in connection with the sale of goods at the discretion of withholding, refund application and interest Assesses.

**3. PAYMENT:** All payments shall be due in accordance with the "Payment and Delivery" terms set forth in Exhibit A attached to the agreement, unless otherwise specified on the front of each invoice. All payments are non-refundable.

**3.1 Method of Payment:** Payment may be made by wire transfer (approved by Seller's Bank Account as specified on the invoice of payment), cashiers check or business check by an additional fee to be added to the invoice as specified in the terms attached as Exhibit A.

**3.2 Interest free of this due choice:** All late payments will be charged interest compounded on a 45% basis from the due date until payment at a rate of one and one half percent (1.5%) per month (total applicable maximum of 18%).

**3.3 Changes to Payment:** Seller requires that any change, addition or deletion to the payment terms set forth in the Agreement (e.g. payment term, financing, etc.) shall be confirmed in writing to both the Seller and Buyer.

**3.4 Storage Fees:** In the event Buyer fails to receive or is unable to receive shipment from Seller, after a grace (7) day grace period, Seller is subject to a weekly storage fee of \$20.00 per day for every 40 cubic feet of equipment in storage.

**3.5 Seller's liability limited:** Seller hereby disclaims any liability for the Product, its accessories, requirements, accessories, and related goods and services ("Goods") and equipment or parts thereof to Seller in order to release payment of all amounts due under this Agreement. Buyer agrees, from time to time, to take any and all such steps and to take any equipment necessary requested by Seller to identify, locate, protect, prevent, protect, and otherwise to ensure that Seller will be provided its equipment to Buyer to accept proof of payments to Seller.

**4. Seller's Remedies:** In the event Buyer fails to pay the full invoice balance within seven (7) days pursuant to Paragraph 3 and after being notified in writing by Buyer of its breach, Seller shall have the right to sell the Product to Buyer or to a third party. Seller shall have the right to sell the Product to Buyer or to a third party. Seller shall have the right to sell the Product to Buyer or to a third party. Seller shall have the right to sell the Product to Buyer or to a third party.

Document 02 - 01 November 2020 - 4 pages (www.GreenMill.com) Document 02-00000001

**Terms & Conditions**

This agreement governs the sale of the **GreenMill**™ Series 20, selection system with Best Price Guarantee™ ("Product") by and between GreenMill Supermarket, Inc. ("Seller") and **Buyer** (Buyer's name to be inserted in the space provided in the agreement). The Buyer shall be bound by the terms and conditions stated herein.

- 7. DELIVERY AND INSTALLATION:** Delivery and installation will be made by Seller during normal working hours to the Designated Location set forth in Schedule A in accordance with Seller's Site Preparation Requirements as attached as Exhibit A. Buyer will be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location.
- 7.1 Site Preparing Cost:** Buyer agrees to pay for all site preparation costs. Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location.
- 7.2 Delivery Parameters:** Price for system delivery, Buyer agrees to (1) make delivery necessary according to the Site Requirements as attached as Exhibit A. (2) meet delivery parameters for timing, delivery, (3) provide address and (4) to ensure access to the site.
- 7.3 Designated Location:** Buyer will make provision to locate the Designated Location set forth in Schedule A in which the Seller shall deliver the Product in accordance with the terms of the Shipping documents attached as Exhibit A.
- 7.4 Site Requirements, Site Preparation:** Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location. Buyer shall be responsible for the delivery of the Product to the Designated Location.
- 7.5 Installation, Delivery and Training/Options:** During installation, a three (3) day warranty period will be made to perform the following: (1) setup of the system, (2) teach how training (including the operation of a new instruction). Delivery and installation will be deemed complete once Seller enters the Product at the Designated Location set forth in Exhibit A of the Agreement.

Document 02 - 01 November 2020 - 4 pages (www.GreenMill.com) Document 02-00000001

Document Description: 01 - November 2020

**8. Buyer's Right to Return:** Buyer shall have the right to return the Product within 30 days of the date of purchase. Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping.

**8.1 Buyer's Responsibility:** Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping.

**8.2 Buyer's Responsibility:** Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping. Buyer shall be responsible for the cost of return shipping.

**9. WARRANTY:** An agreement will be made (F.O.B. Seller's facility) that of any or damage to the Product will occur to Buyer upon transfer to the Buyer.

**10. Installation Issues:** In the event of Product installation issues caused by Seller, Seller shall be responsible for the cost of the installation. Seller shall be responsible for the cost of the installation. Seller shall be responsible for the cost of the installation.

**11. ACCEPTANCE:** The Product shall be deemed accepted by Buyer upon written notice of non-conformity is received within the (7) days of Seller's installation of the Product.

**11.1 Inspection Period for this Acceptance:** Buyer reserves the right to inspect the Product within the (7) calendar days after receipt of the Product. Buyer shall be responsible for the cost of inspection. Buyer shall be responsible for the cost of inspection. Buyer shall be responsible for the cost of inspection.

**11.2 Seller's Right to Canceling Inspection:** Buyer reserves the right to cancel the inspection period within the (7) days of receipt of the Product. Buyer shall be responsible for the cost of inspection. Buyer shall be responsible for the cost of inspection. Buyer shall be responsible for the cost of inspection.

Document 02 - 01 November 2020 - 4 pages (www.GreenMill.com) Document 02-00000001



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great effect needed for use of the Product, for which, or in connection with which it is required, use of the Product Software or multiple systems, or particular user information agreed to in writing by User.

11.2. **USER RESPONSIBILITY FOR DATA:** User shall understand and acknowledge that the responsibility for the accuracy, integrity and security of any data stored in the Product Software is solely on the user. User shall understand and acknowledge that the responsibility for the accuracy, integrity and security of any data stored in the Product Software is solely on the user.

11.3. **SOFTWARE SECURITY:** User agrees that any Product Software created by User and is subject to User under the Agreement and upon these Terms & Conditions shall be subject to the same priority of User.

11.4. **AVAILABILITY OF SERVICES:** User's right to use the Product Software shall be subject to the availability of the Product Software. User shall understand and acknowledge that the responsibility for the accuracy, integrity and security of any data stored in the Product Software is solely on the user.

12. **COMPLIANCE WITH LAWS:** User shall comply with all applicable laws, regulations and ordinances. User shall warrant to User that User complies with all applicable laws, regulations and ordinances that apply to the use of the Product Software.

13. **WARRANTY:** All warranties are hereby disclaimed by the agreement to these Terms & Conditions. User shall warrant to User that User complies with all applicable laws, regulations and ordinances that apply to the use of the Product Software.

**IT is User:**  

- Company: Alpha Systems, LLC, 12345 Main Street, Suite 100, Pittsburgh, PA 15202
- person: jsmith@alphasystems.com

**IT is Dupe:**  

- Company: Alpha Systems, LLC, 12345 Main Street, Suite 100, Pittsburgh, PA 15202
- person: jsmith@alphasystems.com

DocuSign Envelope ID: 11666666-11666666-11666666-11666666

DocuSign Envelope ID: 11666666-11666666-11666666-11666666

14. **ASSIGNMENT:** User shall not assign or otherwise transfer any rights or obligations under the Agreement or these Terms & Conditions to any third party without the prior written consent of User.

15. **CHOICE OF FORUM:** The parties hereto agree that any suits, actions or proceedings arising out of the Agreement and/or these Terms & Conditions that may be instituted by any party hereto shall be instituted only in the state or federal courts in the County of Allegheny, Commonwealth of Pennsylvania, and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may raise at a later date to venue or to the venue or proceedings.

16. **ASSIGNMENT:** If any portion of the Agreement or these Terms & Conditions is held to be unenforceable or unenforceable in whole or in part, the remaining provisions of the Agreement shall survive and remain in full force and effect.

17. **FORCE MAJEURE:** Except for the payment of the purchase price and any other fees, costs, and charges, the parties hereto agree that the underlying purpose of the Agreement is to provide for the use of the Product Software. If the Product Software is not available for use for a period of 30 days, the parties hereto agree that the Agreement shall be terminated and the purchase price shall be refunded to the user. The parties hereto agree that the Product Software shall be available for use for a period of 30 days, the parties hereto agree that the Agreement shall be terminated and the purchase price shall be refunded to the user.

18. **ASSIGNMENT:** These terms and conditions shall be in full force and effect upon the date of the execution of the Agreement by both parties hereto.

19. **NO ASSIGNMENT:** No portion of the Agreement or these Terms & Conditions shall be assigned or otherwise transferred to any third party without the prior written consent of User.

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DocuSign Envelope ID: 11666666-11666666-11666666-11666666

20. **FORCE MAJEURE:** Except for the payment of the purchase price and any other fees, costs, and charges, the parties hereto agree that the underlying purpose of the Agreement is to provide for the use of the Product Software. If the Product Software is not available for use for a period of 30 days, the parties hereto agree that the Agreement shall be terminated and the purchase price shall be refunded to the user.

21. **NO ASSIGNMENT:** No portion of the Agreement or these Terms & Conditions shall be assigned or otherwise transferred to any third party without the prior written consent of User.

22. **ASSIGNMENT:** These terms and conditions shall be in full force and effect upon the date of the execution of the Agreement by both parties hereto.

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DocuSign Envelope ID: 11666666-11666666-11666666-11666666

23. **ASSIGNMENT:** These terms and conditions shall be in full force and effect upon the date of the execution of the Agreement by both parties hereto.

User: Alpha Systems, LLC  
Name: John Smith  
Signature: [Signature]

User: Alpha Systems, LLC  
Name: John Smith  
Signature: [Signature]

Date

Date

DocuSign Envelope ID: 11666666-11666666-11666666-11666666

Copyright © 2012 by [unreadable]

Copyright © 2012 by [unreadable]

Schedule I

3714 Chappel Street  
Montgomery, AL  
36107

CONTACT NAME: Greg DeShazo  
CONTACT PHONE: 717-296-7600  
CONTACT EMAIL: greg.deshazo@delaware.com

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Exhibit A

Site Requirements

Verify that the installation space has enough room to properly accommodate your device. Provide 100 sq ft of clearing for at least three feet in front of, and two feet around, the device.

The included site kit requires two feet of space at all sides of the unit, which can be indicated at the side of each of the kit's legs. You may have the option to place the unit in a cabinet, case or rack - please contact us to discuss options. The space is also:

You must provide all of the following:

- Phone jack
- Power inlet
- Data patching
- Environment
- Electric
- Security
- Cooling
- Climate control
- Manual to extend
- Console cabinet
- Workstation

Please note: All requirements must be signed off by the installation contractor in the field before installation can be performed. A hard copy sign-off sheet will be provided to you.

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Form 1042-ES (02/19) 001

Form 1042-ES (02/19) 001

Exhibit B  
Payment Information

Seller Information:

3200 Mt. Superior Rd, W  
7817 Susquehanna St, Suite 505  
Pittsburg, PA 15282

162031 0704004

Contact: Alex Ressler  
412-647-5266  
[alex@supersales.com](mailto:alex@supersales.com)

Payments

Checks made out to: Super Sales, Inc. only for cash sale.

3200 Mt. Superior Rd  
481 Mt. Super Drive  
Jesse Park, PA 15227  
412-647-5266

Wire transfer account information

Routing #: 043001001  
Account #: 880422722

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Form 1042-ES (02/19) 001

© 2019 Interocean Corporation. All rights reserved. This document is the property of Interocean Corporation.

Buyer:  
Interocean LLC  
Name: JAMES E. KAYE  
Title: INTER-OCEAN MANAGER  
Signature:

Seller:  
Interocean Corporation, Inc.  
Name: James Kaye  
Title: CEO  
Signature:

  
Date: 10/18/2019

  
Date: 10/19/2019

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Schedule F

| Description                            | 2019 Value   | 2018 | Total        |
|--|--------------|------|--------------|
| Yamaha Fuel Injection Generator System | \$100,000.00 | 1    | \$100,000.00 |
| Sea King Waterpump                     | \$100,000.00 | 1    | \$100,000.00 |
| Generator                              | \$1,000.00   | 0    | \$1,000.00   |
| 4 Year Warranty                        | \$10,000.00  | 1    | \$10,000.00  |
| Generator/Generator                    | \$1,000.00   | 1    | \$1,000.00   |
| Generator/Generator                    | \$1,000.00   | 1    | \$1,000.00   |
| 1 Year Warranty                        |              |      | \$1,000.00   |
| Generator/Generator/Generator          |              |      | \$1,000.00   |
| Generator/Generator                    |              |      | \$1,000.00   |
| TOTAL                                  |              |      | \$205,000.00 |



|   |              |
|---|--------------|
| Total amount of cash received from sale | \$205,000.00 |
| Total amount of cash received from sale | \$205,000.00 |
| TOTAL                                   | \$205,000.00 |



Exhibit A

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**AGRIFY** | **Quote**  
#QUO1048  
11/04/2020

**TO:** [Redacted] **FROM:** [Redacted]

**TO:** [Redacted] **FROM:** [Redacted]

**TOTAL \$10,195.00**

| Item | Description   | Unit | Amount                         |
|------|---|------|--------------------------------|
| 1    | 24000 Plus-Flow Super Press 20 - APC 24 L/min/50psi |      | \$10,195.00                    |
|      |   |      | <b>Subtotal</b> \$10,195.00    |
|      |   |      | <b>Tax Total (7%)</b> \$713.65 |
|      |   |      | <b>Shipping Cost</b> \$286.35  |
|      |   |      | <b>Total</b> \$11,195.00       |

**Comments:**

AGRIPLY CORPORATION | 75 TREBLE COVE ROAD, BILLERICA, MA 01862 | 1/18

**AGRIFY** | **Quote**  
#QUO1048  
11/04/2020

**Wiring/ACH Payment Instructions**

\*Please include your Sales Order number with payment transfer.

**NO-DUES-61000021**

**Beneficiary Name:** Agrify Corporation  
**Beneficiary Address:** 75 Treble Cove Rd, Billerica, MA 01862  
**Bank:** FirstBank Bank  
**Bank Address:** 1800 Great Plain Ave, Needham, MA 02462  
**Account #:** 081600004  
**Routing #:** 211373269

**Please make checks payable to:** Agrify Corporation, 75 Treble Cove Road, Box 43, Billerica, MA 01862  
**Remittance:** Phone: (781) 217-3913, Email: receivables@agrify.com

AGRIPLY CORPORATION | 75 TREBLE COVE ROAD, BILLERICA, MA 01862 | 1/18

**AGRIFY** | **Quote**  
#QUO1048  
11/04/2020

**Sales Order Terms and Conditions**

**THIS SALES ORDER FURTHER ASSURES** that the purchase of the goods set forth on the Sales Order represents a binding and enforceable agreement between the customer and Agrify, Inc. ("Agrify") and the purchase of the goods set forth on the Sales Order represents a binding and enforceable agreement between the customer and Agrify, Inc. ("Agrify"). This Sales Order shall constitute the entire agreement between the customer and Agrify, Inc. and shall supersede all previous sales orders, quotations, proposals, and correspondence between the customer and Agrify, Inc. and shall remain in full force and effect until the expiration date of the goods set forth on the Sales Order.

**AGRIPLY, INC.** agrees to sell the goods set forth on the Sales Order to the customer for the price set forth on the Sales Order.

**1. Additional Purchase and Payment Terms** in addition to the purchase price set forth on the Sales Order, the customer shall be responsible for all taxes and shipping costs, any import and export duties, and any other reasonable charges.

**2. Intellectual Property Rights**

All trademarks, trade names, and service marks used herein are the property of their respective owners. Agrify, Inc. and its licensors warrant that the goods set forth on the Sales Order do not infringe upon any third party's intellectual property rights. The customer agrees to indemnify and hold Agrify, Inc. harmless from any claims, damages, or expenses resulting from the use of the goods set forth on the Sales Order in violation of any third party's intellectual property rights.

**3. Force Majeure**

Notwithstanding to the maximum extent permitted by law, Agrify, Inc. shall not be liable for any delay or non-performance in the performance of its obligations under this Sales Order if such delay or non-performance is caused by a natural disaster, war, terrorism, strike, labor dispute, or other event beyond Agrify, Inc.'s control.

**4. Customer Acknowledgment and Agency**

The customer hereby acknowledges that the purchase of the goods set forth on the Sales Order is for the customer's own use and not for resale. The customer agrees to indemnify and hold Agrify, Inc. harmless from any claims, damages, or expenses resulting from the use of the goods set forth on the Sales Order in violation of any third party's intellectual property rights.

**5. Shipping, Storage and Use of Goods**

The goods set forth on the Sales Order shall be shipped to the customer's address of record and shall be delivered to the customer in the condition in which they were received by Agrify, Inc. The customer shall be responsible for the safe storage and use of the goods set forth on the Sales Order and shall be held liable for any damage to or loss of the goods set forth on the Sales Order.

AGRIPLY CORPORATION | 75 TREBLE COVE ROAD, BILLERICA, MA 01862 | 1/18

**AGRIFY** | **Quote**  
#QUO1048  
11/04/2020

**1. Delivery**

The goods set forth on the Sales Order shall be delivered to the customer's address of record by Agrify, Inc. on the date set forth on the Sales Order. Agrify, Inc. shall be responsible for the timely delivery of the goods set forth on the Sales Order.

**2. Intellectual Property Rights**

All trademarks, trade names, and service marks used herein are the property of their respective owners. Agrify, Inc. and its licensors warrant that the goods set forth on the Sales Order do not infringe upon any third party's intellectual property rights. The customer agrees to indemnify and hold Agrify, Inc. harmless from any claims, damages, or expenses resulting from the use of the goods set forth on the Sales Order in violation of any third party's intellectual property rights.

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Notwithstanding to the maximum extent permitted by law, Agrify, Inc. shall not be liable for any delay or non-performance in the performance of its obligations under this Sales Order if such delay or non-performance is caused by a natural disaster, war, terrorism, strike, labor dispute, or other event beyond Agrify, Inc.'s control.

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The customer hereby acknowledges that the purchase of the goods set forth on the Sales Order is for the customer's own use and not for resale. The customer agrees to indemnify and hold Agrify, Inc. harmless from any claims, damages, or expenses resulting from the use of the goods set forth on the Sales Order in violation of any third party's intellectual property rights.

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AGRIPLY CORPORATION | 75 TREBLE COVE ROAD, BILLERICA, MA 01862 | 1/18



Medicinal Genomics

AriaMx Real-Time PCR Base Instrument  
 SYBR/FAM 463 - 516nm optical cartridge  
 ROX 585 - 610nm optical cartridge  
 HEX 535 - 555nm optical cartridge  
 CY5 635 - 665nm optical cartridge  
 ATTO 425 optical cartridge  
 Optical Film Compression Pad

**MEDICINAL GENOMICS**  
 Medical Genomics  
 1000 Cummings Center  
 Suite 400  
 Beverly Hills, CA 90210

**Pro Forma Invoice**

|            |         |
|------------|---------|
| Date       | Order # |
| 11/01/2011 | 4567    |

**Bill To**  
 Medical Genomics LLC  
 1000 Cummings Center  
 Suite 400  
 Beverly Hills, CA 90210

**Ship To**  
 Medical Genomics LLC  
 1000 Cummings Center  
 Suite 400  
 Beverly Hills, CA 90210

| Item  | Quantity | Unit Price | Total Price | Weight |
|-------|----------|------------|-------------|--------|
| 10000 | 1        | 1000.00    | 1000.00     | 1.00   |
| 20000 | 1        | 1000.00    | 1000.00     | 1.00   |

Thank you for your business.

Medical Genomics LLC  
 1000 Cummings Center  
 Suite 400  
 Beverly Hills, CA 90210

Medical Genomics LLC  
 1000 Cummings Center  
 Suite 400  
 Beverly Hills, CA 90210

Orange Photonics



- 22.2 – Specifications and operations manuals of all machinery and equipment to be used in the cultivation and processing of medical cannabis.

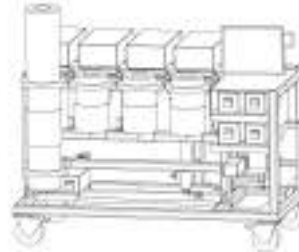
Manuals for the equipment listed below are included in the exhibit. The first pages and tables of contents have been extracted for easy reference.

Equipment Index

| Equipment Manufacturer | Manufacturer Manual Reference |
|------------------------|-------------------------------|
|------------------------|-------------------------------|

CO2 Extractor - Green Mill Parallel Pro with Real Time Winterization

SFE Pro™  
operator manual



GREEN MILL

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Pikes Peak V2 Longs Peak Rosin Press



**Pikes Peak V2  
Longs Peak**

User Manual P02-1

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| <p>PathoSEEK® Plant Pathogen Detection Kits</p>       |  A large rectangular area with a light gray gradient background. In the center, there is a black warning triangle icon containing a white exclamation mark.   |
| <p>LightLab Cannabis Analyzer by Orange Photonics</p> |  The cover of the 'LIGHTLAB 3 USER'S GUIDE' manual. At the top left is the Orange Photonics logo, which consists of an orange square with a white circle and the letter 'p' inside. Below the logo, the title 'LIGHTLAB 3 USER'S GUIDE' is displayed in large, bold, white capital letters on a dark gray rectangular background. Underneath the title, the text 'LIGHTLAB™ CANNABIS ANALYZER' and 'BY ORANGE PHOTONICS' is written in smaller, black capital letters. At the bottom, 'Issue 2.0.0' is printed in a small font. |





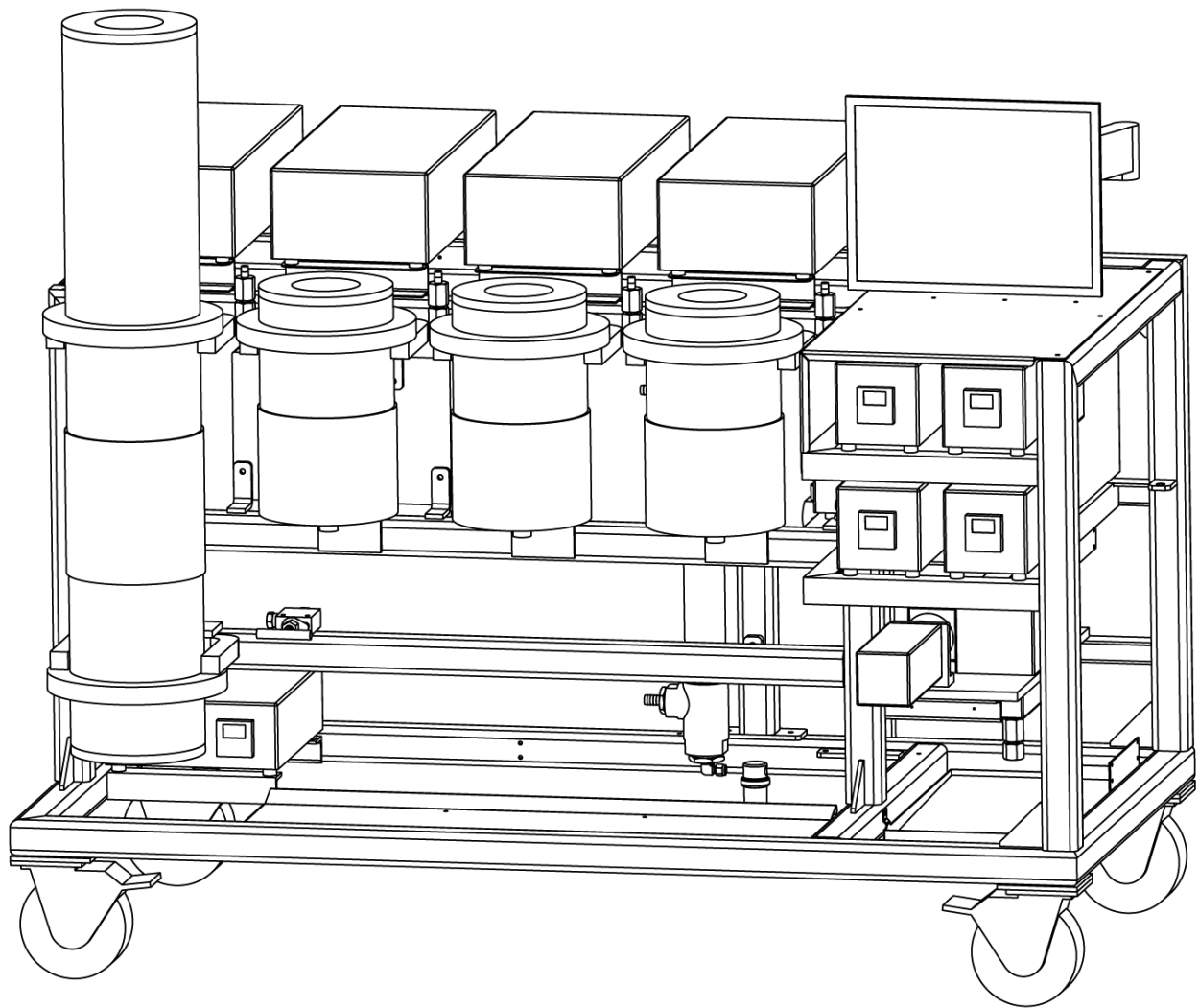
The image shows a table of contents for a document. The title 'INTRODUCTION' is in a grey box at the top. Below it is a list of sections with their corresponding page numbers. The sections are: Section 1 Introduction (107), Section 2 Project Contact Information (140), Section 3 General Information (140), Section 4 General Information (140), Section 5 Project (140), Appendix A: Final Sample Drying Process (140), Section 6 Final Information Review (140), Section 7 Final Information (140), and Appendix B: LPTM: Analysis Information (140). There is a horizontal line at the bottom of the page with a small arrow pointing to the right.

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The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# SFE Pro™

operator's manual



pittsburgh made.

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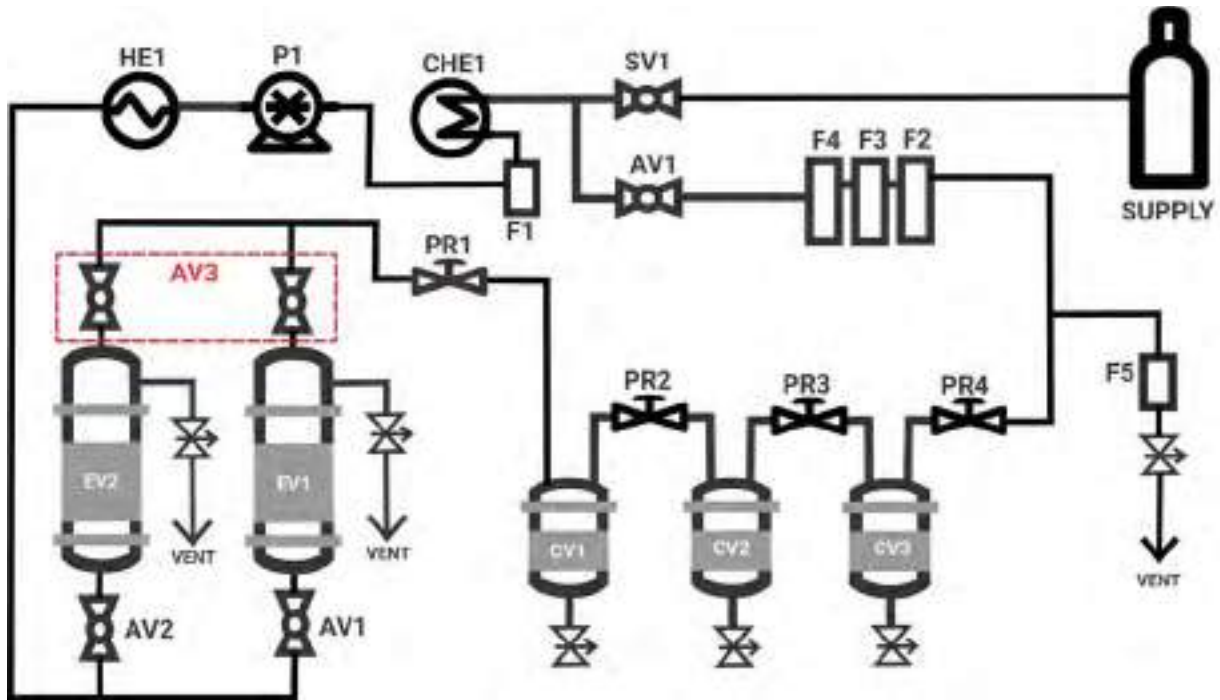
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## 1. system basics

This section provides the basic layout of major components of your SFE Pro.

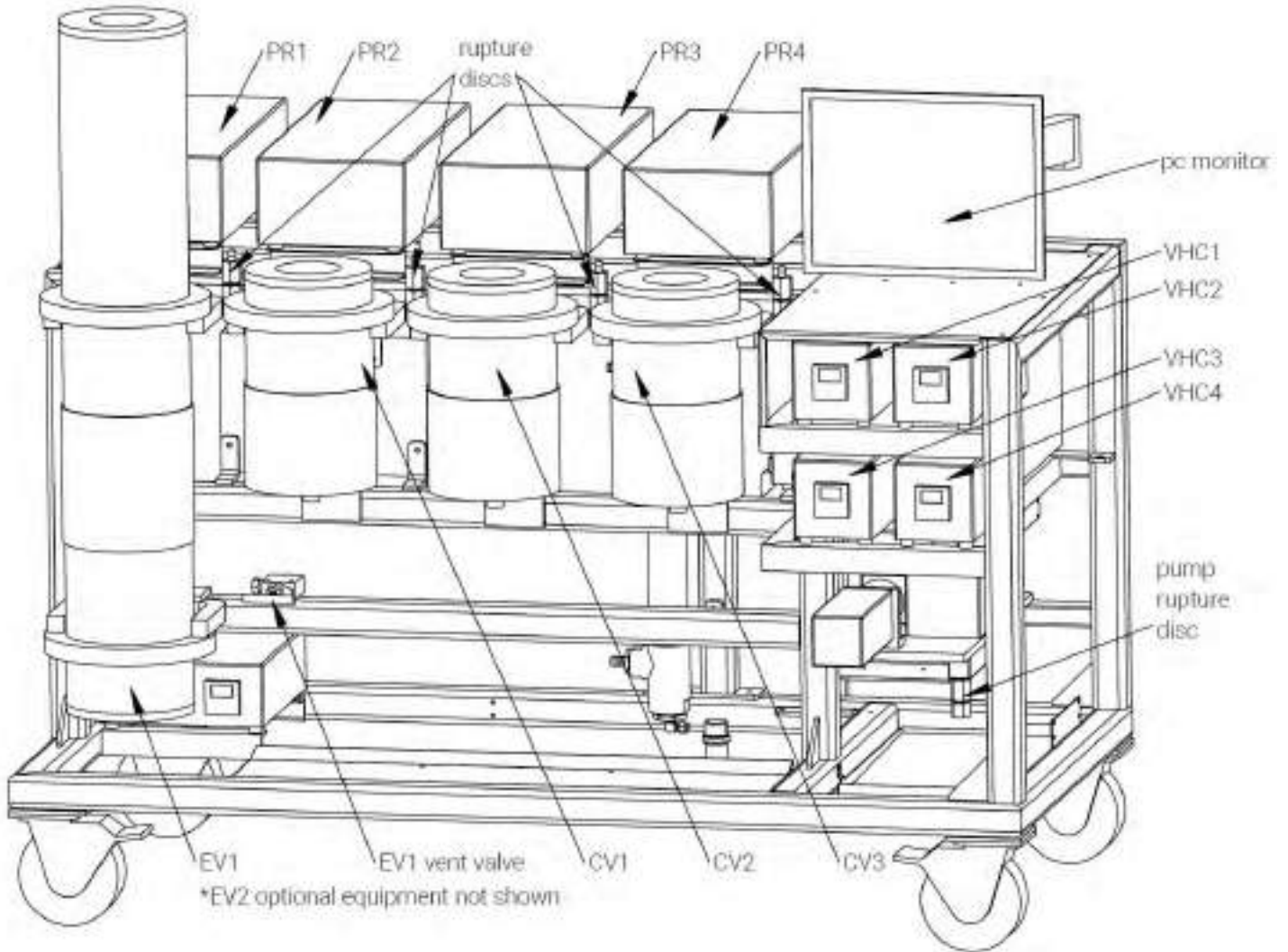
| <b>abbreviation/acronym</b> | <b>full term</b>          |
|-----------------------------|---------------------------|
| F#                          | filter number             |
| SV#                         | solenoid valve number     |
| PR#                         | pressure regulator number |
| EV#                         | extraction vessel number  |
| CV#                         | collection vessel number  |
| P1                          | pump                      |
| HE                          | heating heat exchanger    |
| CHE                         | cooling heat exchanger    |
| VHC                         | vessel heater control     |
| RTD                         | temperature probe         |
| RC#                         | recycle controller number |

1.1 process flow diagram



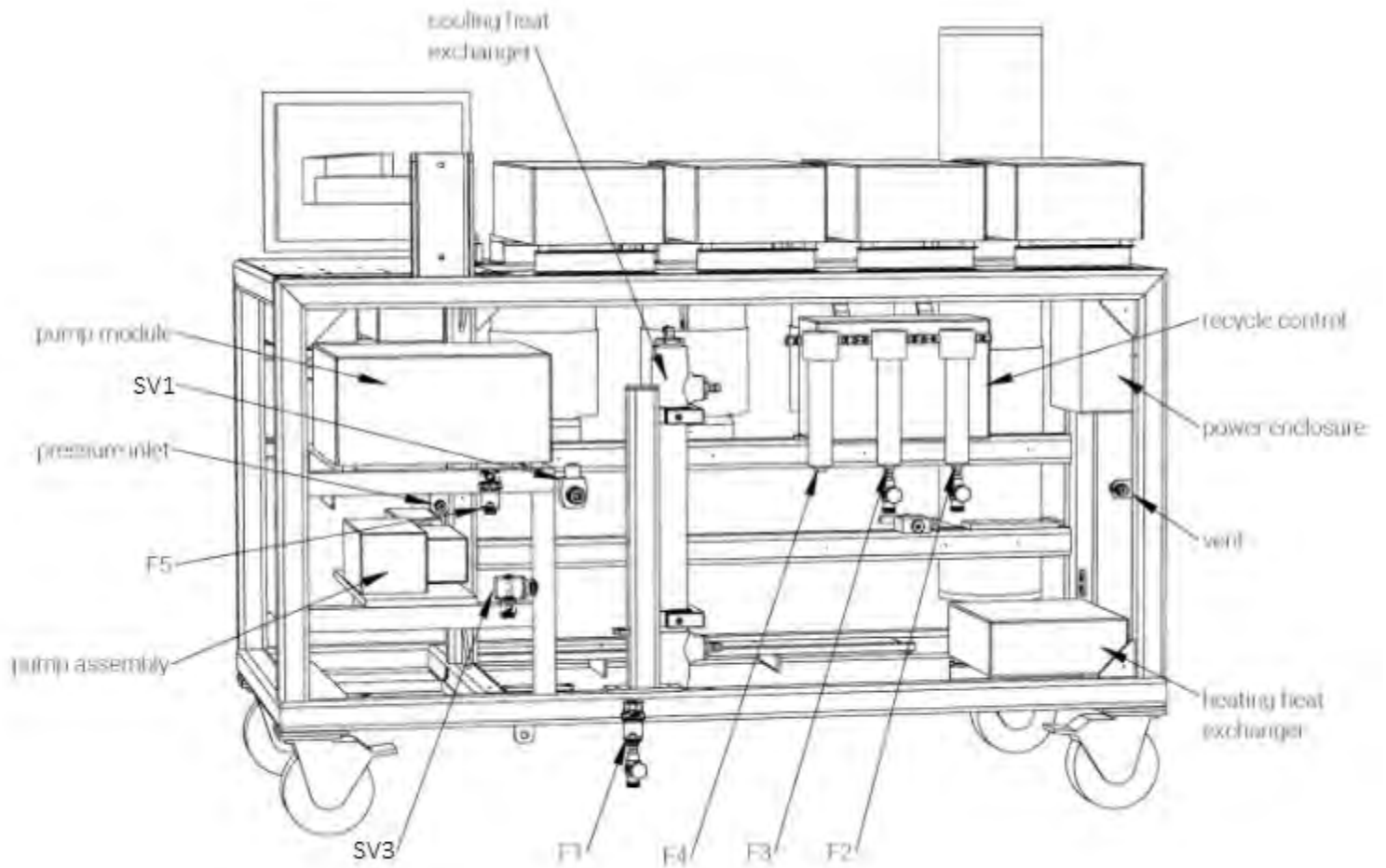
**\*\* AV1-3 apply only to dual systems**

1.2 system diagram, front

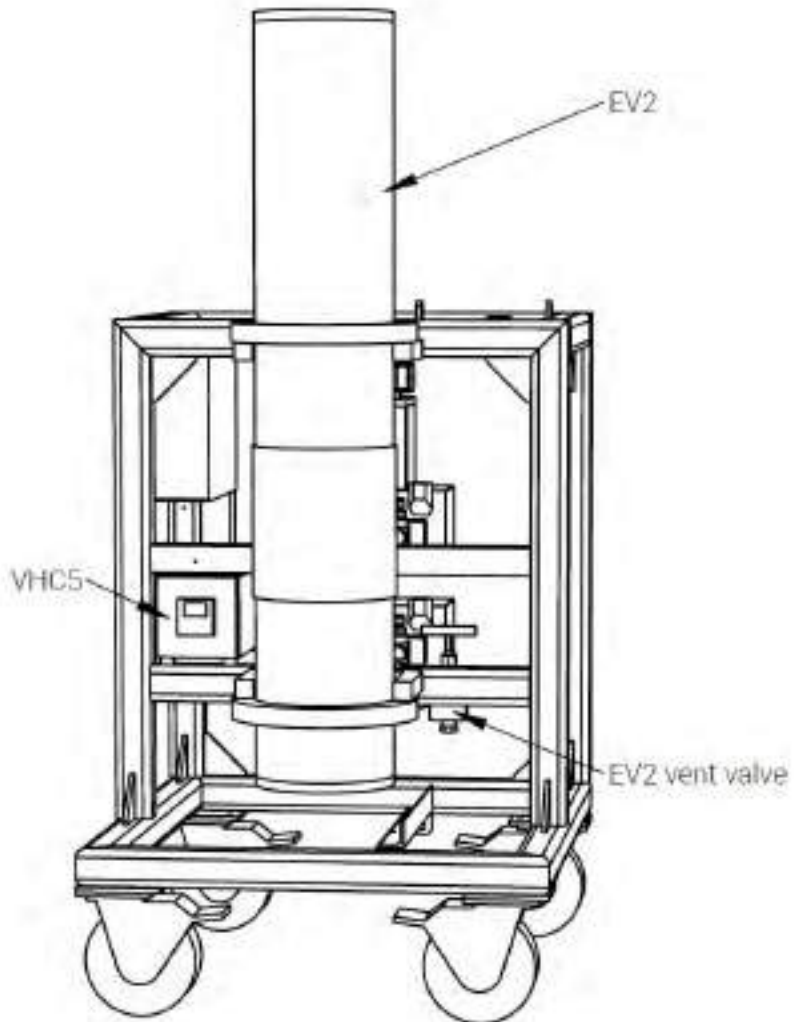




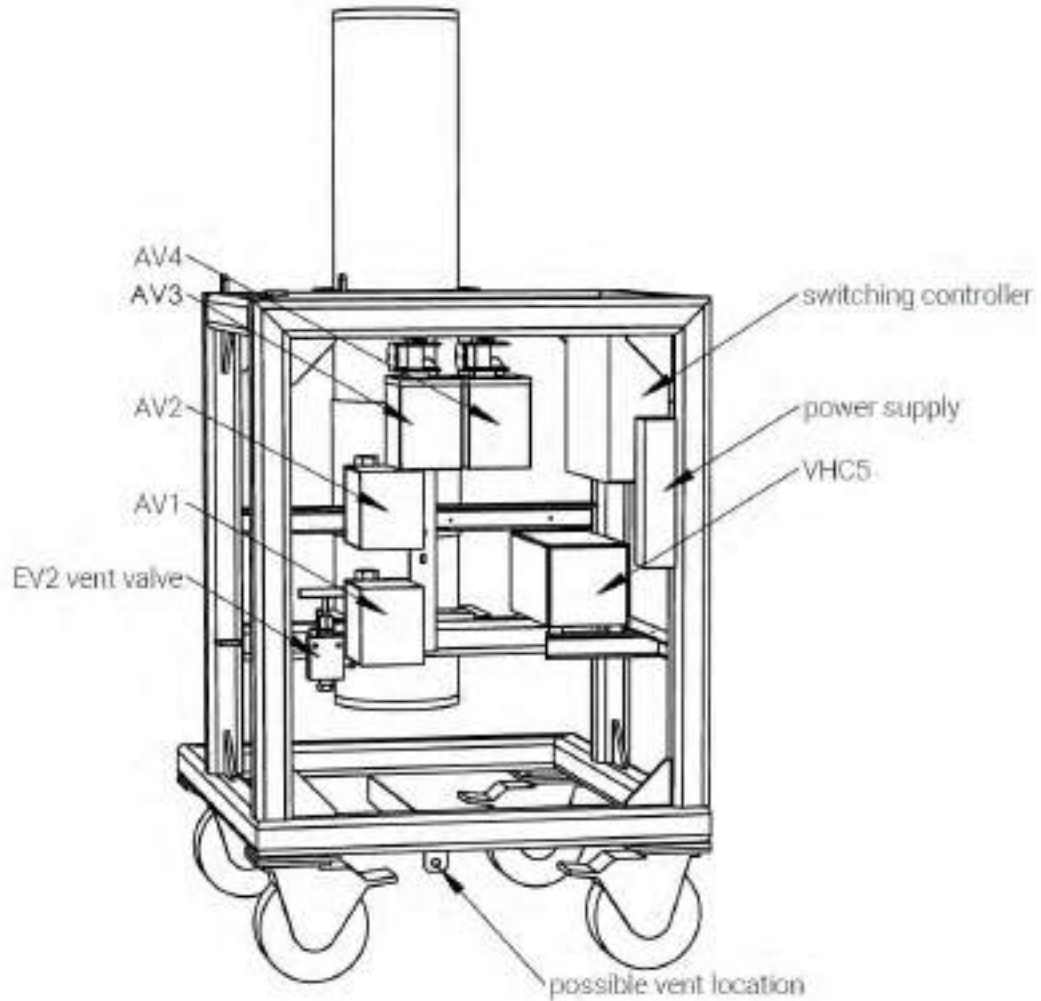
1.3 system diagram, rear



1.4 vessel switching cart diagram, front



1.5 vessel switching cart diagram, rear



## 2. parts and tools

You will require certain tools and parts to operate and maintain your SFE Pro. Additional parts may be ordered through the Green Mill website – access is password protected so please contact [info@greemillsfe.com](mailto:info@greemillsfe.com) if you do not have the current password.

*\*indicates this part/tool is included with your SFE Pro*

| <b>tools/parts</b>                | <b>part #</b>   |
|-----------------------------------|---|
| * 1/2" wrench                     | non-retail  |
| * 1/4" PTFE tape                  | non-retail  |
| * 3/8" wrench                     | non-retail  |
| * 7/16" wrench                    | non-retail  |
| * 9/16" wrenches                  | non-retail  |
| * 4-tank CO <sub>2</sub> manifold | 330046  |
| * allen key set                   | non-retail  |
| * anti-seize                      | 330041  |
| check valve (recycle system)      | 330021  |
| check valves 500 g/min            | 330009 (pack), 330008 (single)<br><i>contact Green Mill<br/>Supercritical to order if your<br/>system requires high-flow<br/>check valves</i> |

|   |                                |
|---|--------------------------------|
| collection valve                          | 330018                         |
| cyclone tube                              | 330019                         |
| (F2) large particulate filter             | 330007                         |
| * (F3) coalescing filter, 0.01 micron     | 330014 (pack), 330006 (single) |
| * (F3) filter seal                        | 330037                         |
| * (F4) active carbon replacement          | 330012                         |
| * (F5) bonded microfiber filter element   | 330039                         |
| * (F5) filter seal                        | 330038                         |
| outlet plug                               | 330020                         |
| pump inlet and outlet tubing              | 330011                         |
| * pump seals and backup rings             | 330003                         |
| RTD probe                                 | 330015                         |
| * rupture disc – 5,500 psi                | 330047                         |
| * rupture disc – 7,500 psi                | 330048                         |
| * rupture disc – 8,000 psi                | 330049                         |
| * solenoid rebuild kit                    | 330028                         |
| stainless steel funnel                    | 330042                         |
| stainless steel tamping rod               | 330044                         |
| * vessel cap rest (per extraction vessel) | 330050                         |
| * vessel spanner wrench                   | 330051                         |
| vessel cap seal                           | 330004                         |

### 3. best practices

In order to run successful extractions with your SFE Pro, you will need to maintain certain conditions with your biomass, ambient temperatures and humidity, and other parameters.

This section outlines best practices to ensure you are set to operate your SFE Pro successfully.

## 3.1 biomass conditions

### Overview:

A successful extraction begins with the quality and consistency of the biomass.

### Conditions:

- Biomass should be dried to 5-7% moisture content or less. *Water can create a type of obstacle that is unfavorable to CO<sub>2</sub> extraction (e.g., inhibits the actual extraction of cannabinoids, may form carbonic acid, etc.) and can cause freezing within certain filters on the SFE Pro.*
- Grind size should be no larger than 400 micron (coffee grind) but not smaller than 30 micron (baby powder). *When material is powderized, it can pack too densely and encourage CO<sub>2</sub> to bypass the biomass.*
- Consistent size and free of debris (stems, seeds etc.).



Example:

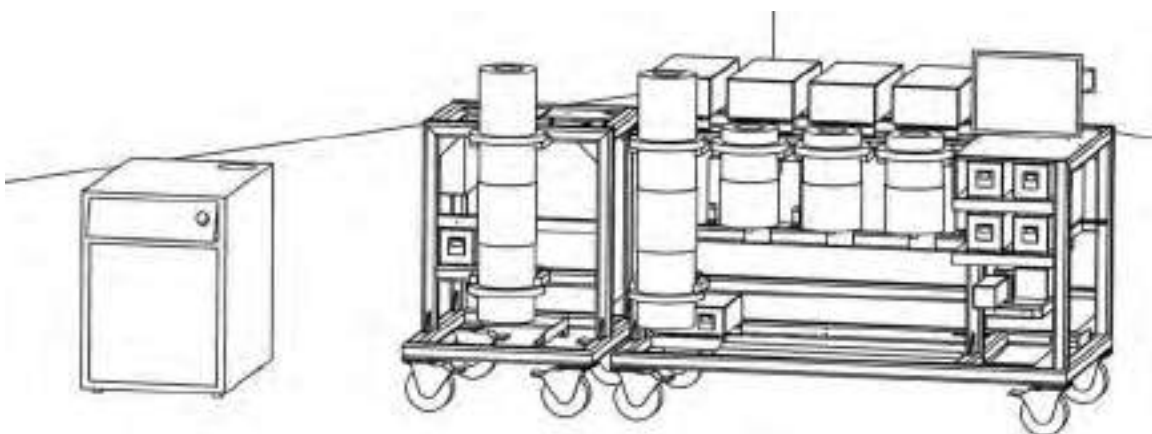
## 3.2 spatial and ambient requirements

### Overview:

The SFE Pro operates best under stable temperature conditions. Excess humidity or heat can create conditions that can cause strain on the chiller and SFE Pro, and can lead to inconsistency in run results.

### Requirements:

- Ambient temperature should be between 16-24°C.
- Humidity levels should be low enough where there is not excessive condensation.
- Spatial requirements:
  - SFE Pro: 2-3' around the system
  - Chiller: 2' around the system. *You may also isolate the chiller in a separate room to reduce noise in the extraction space and meet the higher climate specifications of the chiller.*



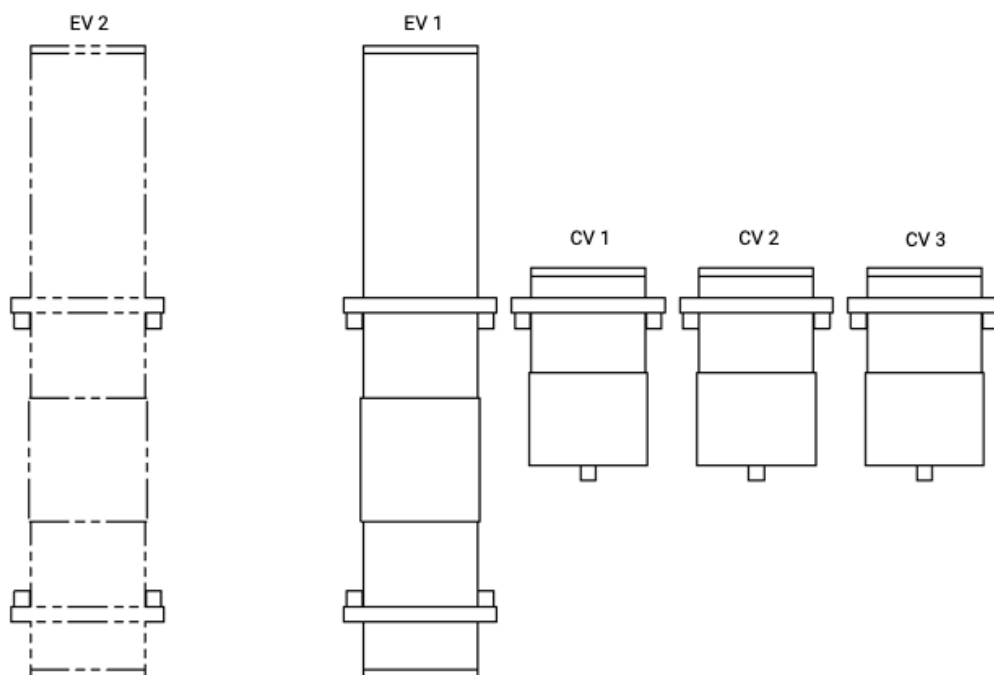


### 3.3 vessel temp and pressure ranges

#### Overview:

The SFE Pro allows you to set the temperature and pressures of each vessel on the system. In order to create ideal extraction conditions you should adhere to certain ranges in pressure and temperature stated below.

Pressures must always cascade down from EV1 or EV2 to CV1 – CV3. Keep in mind, large drops in pressure create cooling conditions when inputting set pressures.



## Parameters:

## Extraction Vessel 1

- Temperature range: ambient +5° to 70°C
- Pressure range: 1,000 psi to 7,500 psi

## Extraction Vessel 2 (optional)

- Temperature range: ambient +5° to 70°C
- Pressure range: 1,000 psi to 7,500 psi

## Collection Vessel 1

- Temperature range: ambient +5° to 57°C
- Pressure range: 900 psi to 3,000 psi

## Collection Vessel 2

- Temperature range: ambient +5° to 57°C
- Pressure range: 800 psi to 1,800 psi

## Collection Vessel 3

- Temperature range: 18°C to 22°C
- Pressure range: 670 psi to 690 psi

*Note: setting temperatures and pressures outside of these recommended ranges can push product or water into the pump and recycle system.*

**⚠ CAUTION:**

To prevent the possibility of injury or property damage, avoid touching heater bands when energized. Heater bands may reach high temperatures during normal operation.

### 3.4 CO<sub>2</sub> management and supply

The SFE Pro pump requires liquid CO<sub>2</sub> supply for proper operation.

CO<sub>2</sub> for the SFE Pro will typically be supplied using high pressure cylinders that come in 50-pound and 75-pound sizes and require what is known as an *eductor tube, dip tube, or siphon tube* to draw liquid CO<sub>2</sub> from the bottom of the cylinder.

The CO<sub>2</sub> pressure in the cylinders should range from 700 psi to 950 psi, depending on temperature conditions in the room where the cylinders are stored. If the CO<sub>2</sub> pressure drops below this range, the system pump may improperly flow CO<sub>2</sub> throughout the system.

When storing the CO<sub>2</sub> cylinders, always secure them to a storage rack or alternative safe method (contact your gas supplier for recommendations).

In areas where the outdoor temperatures are extremely hot or cold, make sure to order the CO<sub>2</sub> cylinders a day in advance to allow them to acclimate to normal ambient temperature ranges — *do not allow ambient temperature to go below 16°C or above 24°C.*

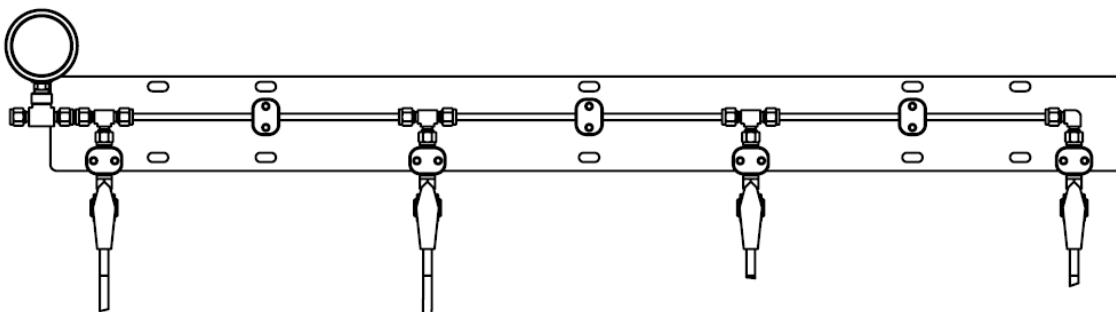
### 3.4.1 cylinder manifold setup

#### Overview:

The cylinder manifold consists of four flex hoses to connect to your bay of CO<sub>2</sub> cylinders, a mounting bracket, a flex hose to connect to the SFE Pro, and a pressure gauge.

#### Supplies:

- CO<sub>2</sub> cylinders (4)
- 4-tank CO<sub>2</sub> manifold (Part 330046)
- bracket with straps
- drill
- bolts, screws, anchors, washers, etc.



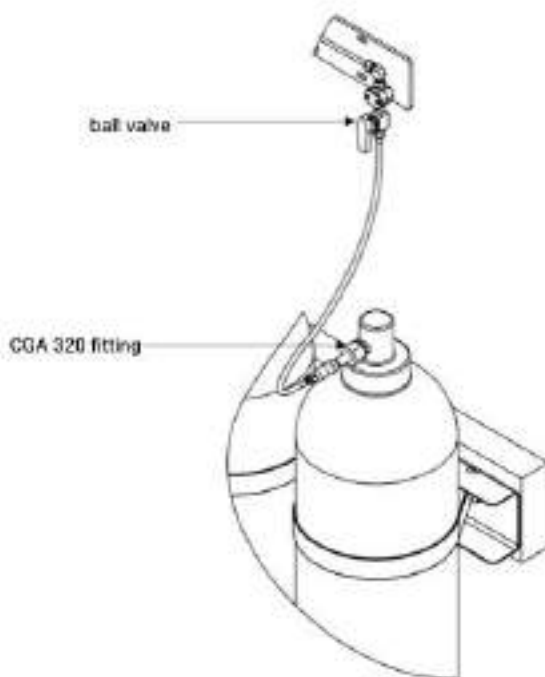
#### Procedure:

1. Mount manifold to the wall approximately one foot above the CO<sub>2</sub> cylinders.
2. Mount the bracket for nesting the CO<sub>2</sub> cylinders against the wall directly below the manifold – about three quarters of the way up the cylinder bodies.
3. Using bracket straps, strap your cylinders to secure in place.

### 3.4.2 CO<sub>2</sub> cylinder swap – mid run

#### Overview:

If during an extraction run the CO<sub>2</sub> supply drops to 700 psi or below, it may be necessary to connect fresh CO<sub>2</sub> cylinders to the manifold to allow the run to continue. The following is the procedure for adding fresh CO<sub>2</sub> cylinders during a run.



#### Supplies:

- fresh CO<sub>2</sub> cylinders
- cylinder caps for spent cylinders
- adjustable wrench

#### Procedure:

1. Select one CO<sub>2</sub> cylinder to replace and close the associated ball valve at the manifold.
2. Close the nozzle valve at the CO<sub>2</sub> cylinder.
3. Using an adjustable wrench, slowly loosen the CGA 320 fitting and allow the CO<sub>2</sub> trapped in the line between the two valves at the manifold and cylinder nozzle to bleed out slowly.
4. Completely remove the high-pressure flex hose attached to the CO<sub>2</sub> manifold by unthreading the CGA 320 fitting.
5. Replace the cylinder cap and unstrap the spent CO<sub>2</sub> cylinder from the storage manifold; remove.
6. Strap the full CO<sub>2</sub> cylinder in its place and remove the cap.
7. From the CO<sub>2</sub> manifold, attach by hand the high-pressure flex hose using the CGA 320 fitting assembly. *Make sure to include the seal (small white plastic disc) when connecting the fittings to the CO<sub>2</sub> cylinder nozzles.*
8. Using the adjustable wrench, tighten the fitting to the cylinder nozzle.
9. Carefully open the nozzle valve on the cylinder.
10. *With the exception of freshly changed cylinders*, close all other ball valves at the manifold for the cylinders that were not replaced. This ensures that the new cylinder will not redistribute to the spent cylinders.
11. Open the ball valve at the manifold for the CO<sub>2</sub> cylinder that was just replaced.
12. Repeat steps as necessary for additional cylinders.

## 3.5 depressurization

### Overview:

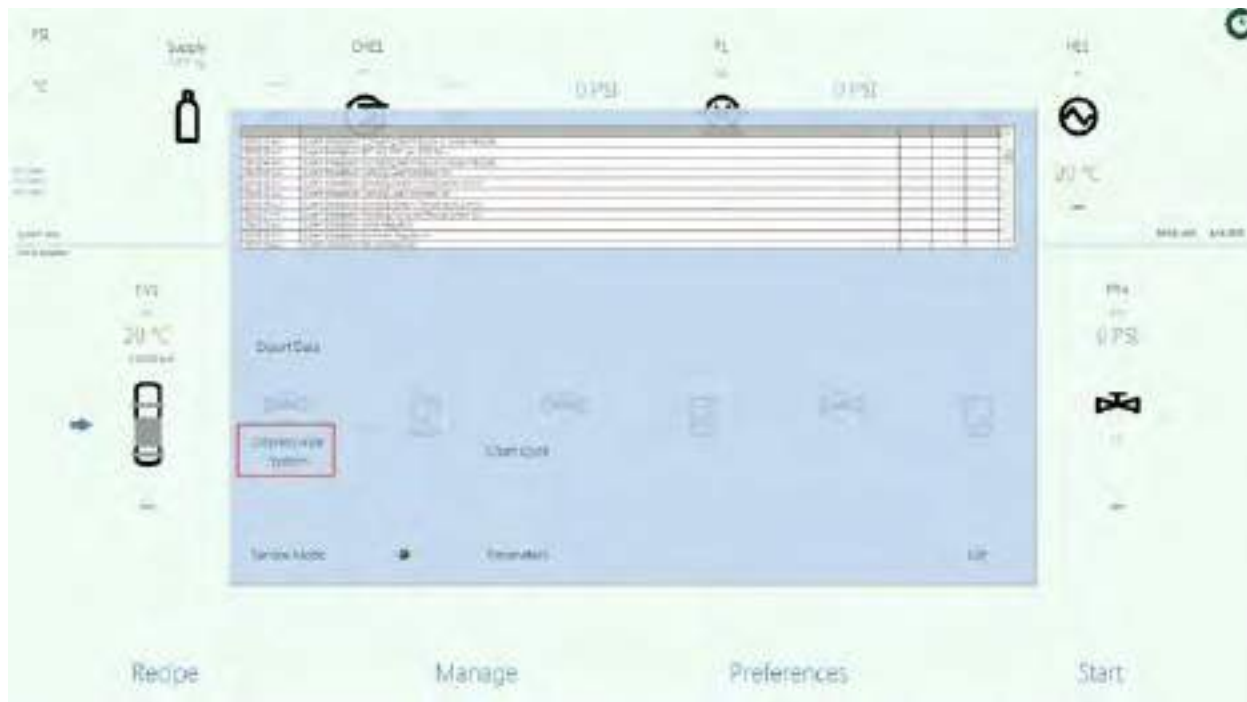
After a run or clean cycle, you may depressurize the system. The SFE Pro has an automated process to handle depressurization.

### Procedure:

1. Tap or click Manage on the main screen.



2. Tap or click Depressurize System to begin the depressurization process.



3. Since the pressure regulators have a natural back pressure of ~200 psi, it may be necessary to open the collection valves to complete the depressurization cycle to 0 psi. *Only perform this action when collection vessels are at ~200 psi or below.*



#### 4. maintenance

Your SFE Pro is a highly sophisticated system that requires proper and regular maintenance to ensure proper calibration and operation.

The regular maintenance items have been designed to be approachable by any operator, and will usually not require a Green Mill technician to perform the task.

This section outlines common practices to maintain your SFE Pro to include maintenance instruction on valves, filters, cleaning, and seals.

| <b>recommended to check as needed, or:</b> | <b><i>weekly</i></b> | <b><i>monthly</i></b> | <b><i>quarterly</i></b> |
|--|----------------------|-----------------------|-------------------------|
| <b>F1</b>                                  | ✓                    |                       |                         |
| <b>F2</b>                                  | ✓                    |                       |                         |
| <b>F3</b>                                  | ✓                    |                       |                         |
| <b>F4</b>                                  |                      | ✓                     |                         |
| <b>F5</b>                                  | ✓                    |                       |                         |
| <b>SV1</b>                                 |                      |                       | ✓                       |
| <b>SV3</b>                                 |                      | ✓                     |                         |
| <b>pump seals</b>                          |                      |                       | ✓                       |
| <b>filter o-rings</b>                      |                      |                       | ✓                       |

## 4.1 valves

Valves play an integral role in your SFE Pro's operation. These valves may wear with use, and require rebuilding or replacement to ensure the system's continued operation.

### Check Valves:

The system check valves may wear over time and should be monitored for leaks. The check valves on your pump directly affect your flow rate. If you notice a drop in your flow rate despite having a good temperature and pressure at your pump, it may be that one or more of your check valve seals need attention.

### Solenoid Valves:

The SFE Pro's solenoid valve manufacturer states that the "valves should be cleaned periodically. The time between cleaning will vary depending on medium and service conditions." They recommend checking the valve health and seal strength every 60 days. You may find that more rigorous operation of your system requires more frequent check-in.

### Manual Valves:

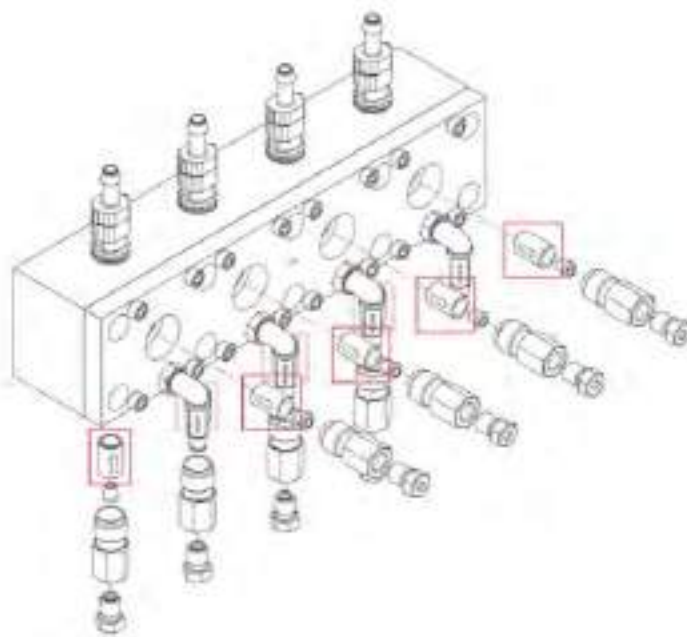
The SFE Pro is fitted with several manual valves. There are valves for collection from the bottom of the Collection Vessels, valves for collection from the bottom of filters 1, 2, and 3, the vent valve(s) for each Extraction Vessel, and the manual valve to vent down the entire SFE. All manual valves should be closed whenever operating the system, and closed unless the operator is currently collecting out of or venting that section of the system.

## 4.1.1 check valve replacement

### Overview:

Your pump has eight check valves. They are small cylinders with flow direction arrows on them. *If you are removing your check valves to clean or replace, pay particular attention to which direction the arrows are pointing and make sure to match their original direction when installing.*

The valves themselves are inside housings at the front and underside of your pump, with small inlet and outlet tubes leading to them.



## Supplies:

- ½" wrench
- ⅜" wrench
- 7/16" wrench
- ethanol
- pump check valves (Part 330009)

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize pump, and vent gas to a safe area before servicing.

1. Ensure the system is fully depressurized. *Never attempt to service the pump while it is under pressure.*

*removal*

2. Loosen the 7/16" compression fittings at the end of each inlet and outlet tube.
3. Place your ½" wrench on the check valve housing to hold it in place.
  - a. Unwind the ⅜" threaded fitting from the interior of the check valve housing. *The ⅜" fitting may take some force at first to unwind – make sure that you are turning counterclockwise, and break the torque as gently as possible.*
  - b. Hold the housing steadily in position using your ½" wrench to prevent damage to your tubing or check valves.
4. Once all fittings are loose, remove the tubing – *take care not to bend the tubing during removal.*
5. Once the tubing is off, use your ½" wrench to unwind the housing and slide the check valve out.

*cleaning (skip steps 6-7 if installing new check valves)*

6. Place the check valves, housings, and tubing in a warm ethanol bath in a sonicator.
7. Let dry thoroughly.

*installing*

- Check valves at underside — arrow faces up
  - Check valves at front — arrow faces out
8. Place the check valve in its housing with the flow arrow facing the correct direction. *If you are unsure of the direction, and did not note the direction when removing, refer to figure above, or, contact Green Mill Supercritical.*
  9. Place housing into the pump head.
    - a. Thread in until finger-tight.
    - b. Using a ½" wrench, turn the housing ¼ to ½ turn more — *do not over tighten.*
  10. Line the tubing ferrules up with their respective ports.
    - a. Wind the ⅜" fitting back into the housing while maintaining the housing's original position with the ½" wrench.
    - b. Once the ⅜" fitting is halfway threaded, tighten 7/16" fitting until snug — *do not over tighten. If the check valves, ferrules, or compression fittings are too loose you can always tighten them later, but over tightening at this point could damage your check valve seals.*

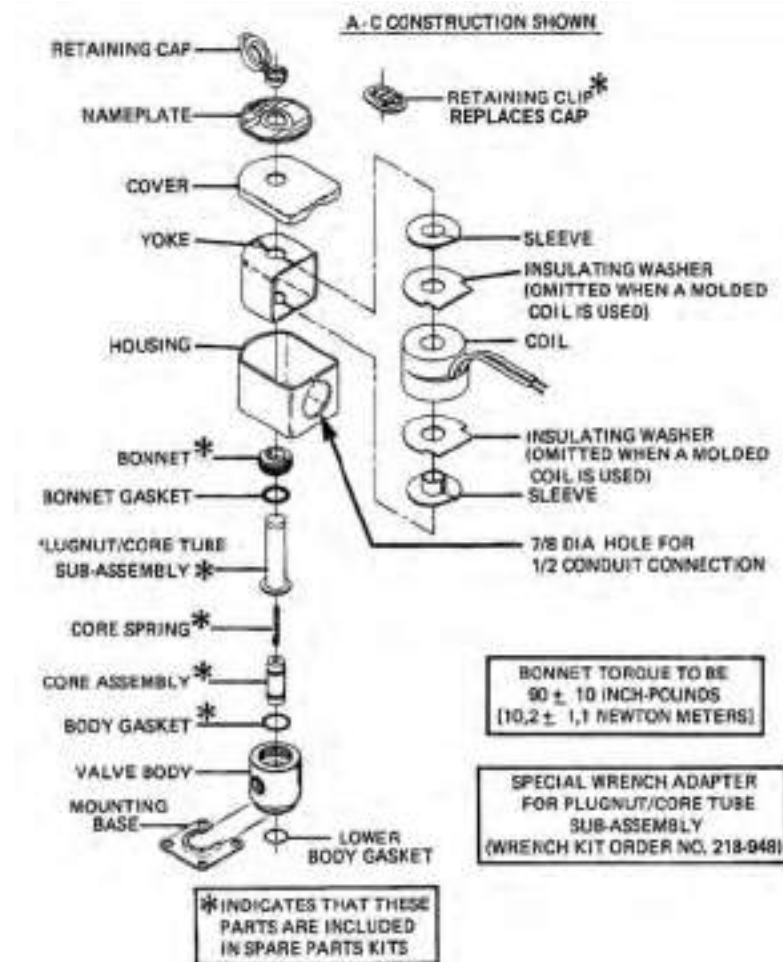
*Leaking CO<sub>2</sub>? If a leak appears when pressurizing your system, it will manifest as frost or a cold air leak (visible gas) at or around the fitting that needs tightened.*

- If a compression fitting is leaking CO<sub>2</sub>:
  - Use the  $\frac{7}{16}$ " wrench and tighten – *just enough to stop the leak, and no further.*
  
- If the check valve housing or  $\frac{3}{8}$ " fitting is leaking CO<sub>2</sub>:
  - Use your  $\frac{1}{2}$ " wrench to back the housing out  $\frac{1}{8}$ <sup>th</sup> to  $\frac{1}{16}$ <sup>th</sup> of a turn.
  - Tighten the  $\frac{3}{8}$ <sup>th</sup> fitting slightly.
  - Return the housing to its original position, or  $\frac{1}{8}$ <sup>th</sup> to  $\frac{1}{16}$ <sup>th</sup> turn past the original position – *just enough to stop the leak, and no further.*

## 4.1.2 solenoid valve replacement

### Overview:

Through regular use, the seals within your solenoid valves may wear and require attention. *Do not attempt to rebuild, clean, or repair under pressure. it is not necessary to remove the valve body from the rest of the SFE Pro to perform maintenance.*



## Supplies:

- solenoid rebuild kit (Part 330028)
- $1\frac{1}{16}$ " wrench

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize solenoid valve and vent gas to a safe area before servicing.

1. Ensure the system is fully depressurized. *Never attempt to service while it is under pressure.*
2. Close off access to CO<sub>2</sub> supply.
3. Turn off the power to solenoid and disconnect.
4. Remove red cap or retaining clip.
5. Push down the coil housing (green part) to take tension off coil, then remove the metal nameplate by sliding to unlock. *It's helpful to use a flathead screwdriver, but be careful not to bend the nameplate.*
6. Lift the coil off and set aside.
7. Remove the spring and set aside.
8. Remove the bonnet using the included wrench adapter and  $1\frac{1}{16}$ " wrench.
9. Carefully remove internals.
10. Inspect the core tube and clean, check for misalignment. Replace if necessary.



11. Check core assembly, bonnet gasket, and core spring, for nicks, cracks, or grime. replace if necessary. *The bonnet gasket is slightly thicker than the body gasket – do not accidentally swap these.*
12. Check for cracking/tears in the body gasket. Replace if necessary.
13. Reassemble and place carefully back into the valve body.
14. Tighten the bonnet back into place using the included wrench adapter and  $1\frac{1}{16}$ " wrench.
15. Make sure spring is in place, then place coil back on.
16. Place nameplate back on, then retaining cap/clip. Plug solenoid back in and turn on power.

17. To test the valve:

- a. Tap or click RC1.



- b. Select the solenoid valve that you have just replaced/rebuilt – either SV1, SV2 or SV3. You should hear a click that indicates there is power going to the solenoid valve.

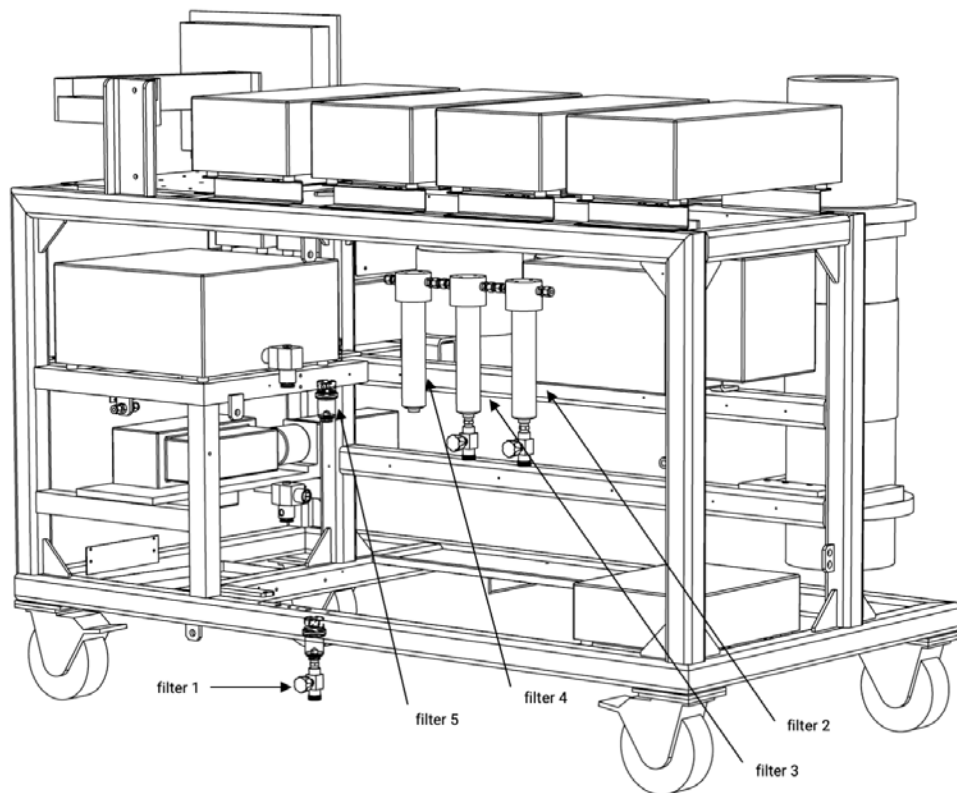
## 4.2 filters and seals

Clean filters are important to the overall health of your SFE Pro, and changing them regularly helps to ensure its continued operation.

The system has five filters to inspect and clean/replace on a regular basis.

Every time you finish running a clean cycle is a good time to check your filters. While the system is depressurized, unwind the filter housings and visually inspect the filters for residue.

There are also several seals that are located at various points on the system that will require cleaning/maintenance.

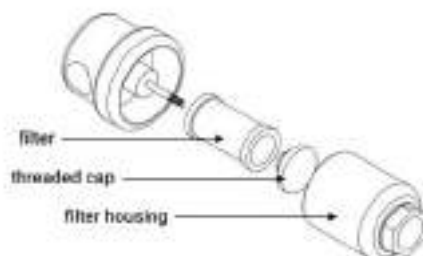
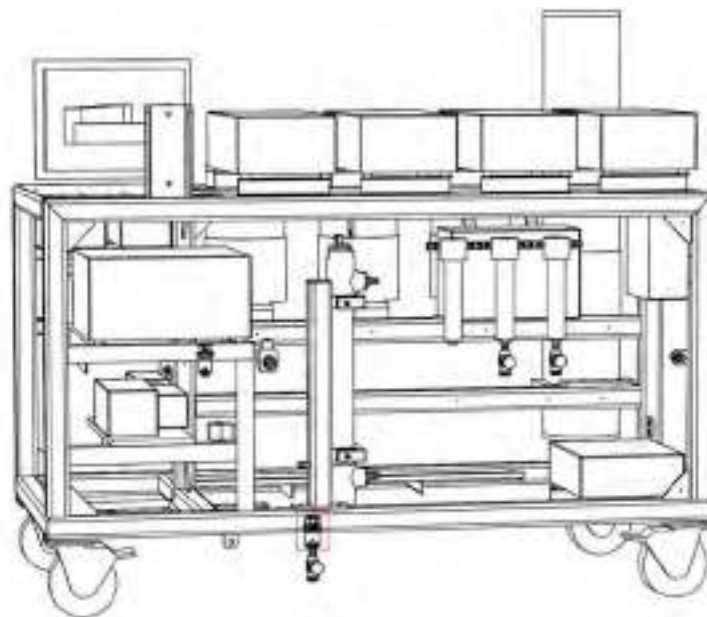


## 4.2.1 filter 1 – small particulate filter (F1)

### Overview:

This filter helps prevent solids/particulates from recirculating back to the pump and prevents any sediment from the CO<sub>2</sub> supply, or any residual particles, from entering the system (e.g. activated carbon from F4).

*This filter also includes a valve that allows for the draining of possible moisture collection. Check this filter more frequently if your biomass or parameters do not fall within the recommended conditions.*



## Supplies:

- adjustable wrench
- ethanol
- silicone grease

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

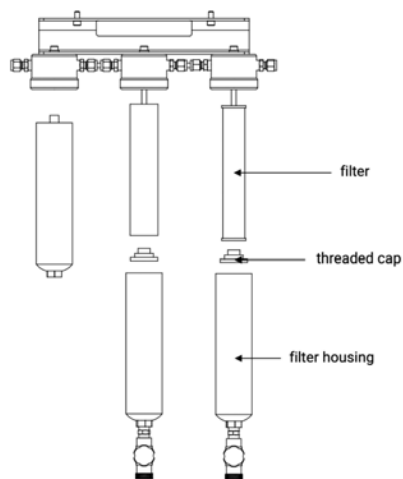
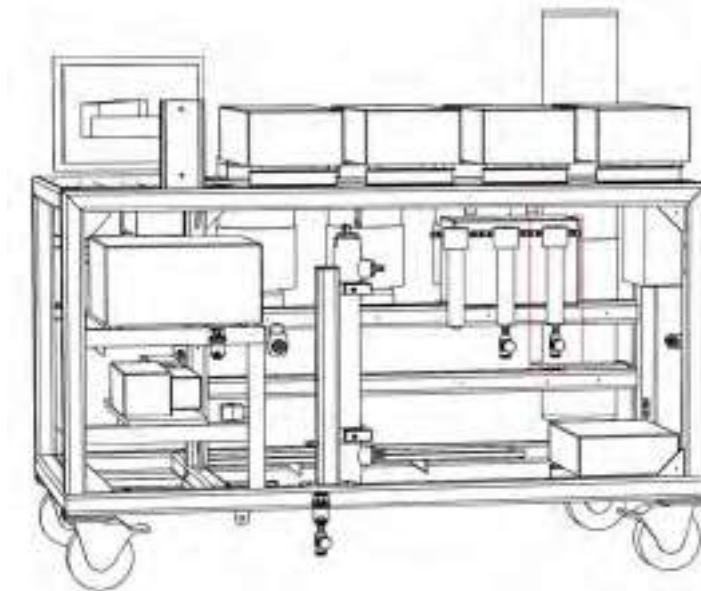
1. Unwind the housing to expose the small stainless steel filter inside (you may need to use the adjustable wrench to loosen).
2. Remove the filter. The filter is attached to a rod through the center by a threaded cap.
3. Use ethanol to clean filter, and/or use a sonicator.
4. Allow the filter to dry thoroughly.
5. Install the filter to the center rod and replace the threaded cap.
6. Apply a thin layer of silicone grease to the above housing threads.
7. Screw filter housing back into F1 location.

## 4.2.2 filter 2 – large particulate filter (F2)

### Overview:

This filter helps prevent solids/particulates from recirculating back to the pump.

*This filter also includes a valve that allows for the draining of possible oil or moisture collection. Check this filter if your biomass or parameters do not fall within the recommended conditions.*



## Supplies:

- F2 replacement (Part 330007)
- ethanol
- silicone grease

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

*cleaning filter*

1. Remove the filter housing from the SFE Pro by unwinding the threaded housing.
2. Remove filter element by removing the threaded cap. Set the filter housing aside with the plastic rings and threaded cap.
3. Use ethanol to clean filter, or use a sonicator.
4. Allow the filter to dry thoroughly.
5. Apply a thin layer of silicone grease to the above housing threads.
6. Screw filter housing back into F2 location.

*replacing filter*

1. Remove the filter housing from the SFE Pro by unwinding the threaded housing.
2. Remove filter element by removing the threaded cap. Set the filter housing aside with the plastic rings and threaded cap.
3. Replace the old filter.
4. Apply a thin layer of silicone grease to the above housing threads.
5. Screw filter housing back into F2 location; hand tight.

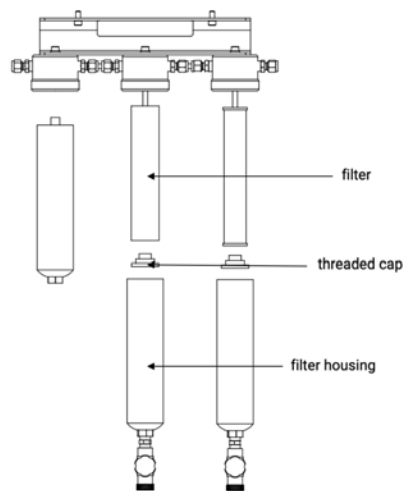
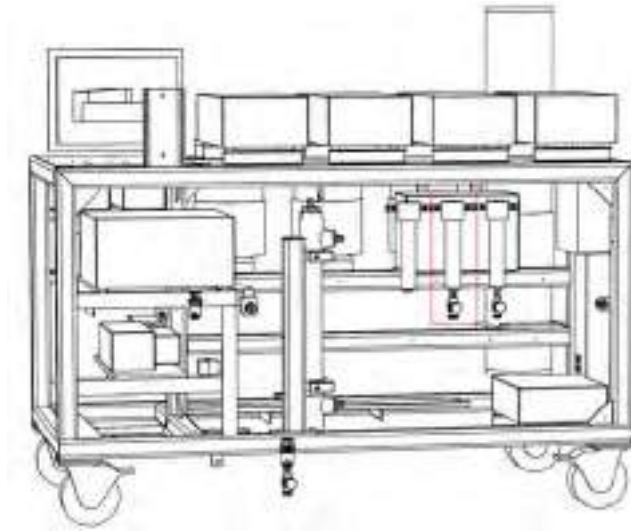


### 4.2.3 filter 3 – coalescing filter (F3)

#### Overview:

This filter helps prevent solids/particulates from recirculating back to the pump, this ensuring that any residual oil is captured.

*at the bottom of this filter is a valve that allows for the draining of possible oil or moisture collection.*



## Supplies:

- F3 replacement (Part 330014)
- ethanol
- silicone grease

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

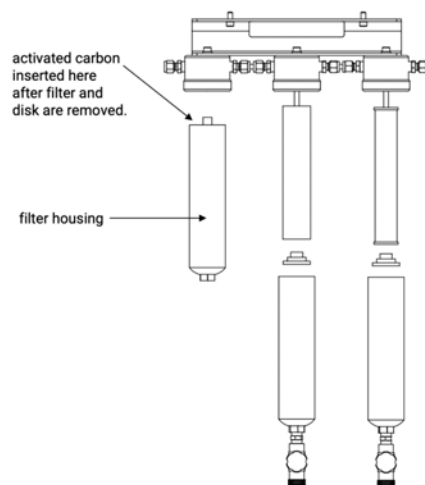
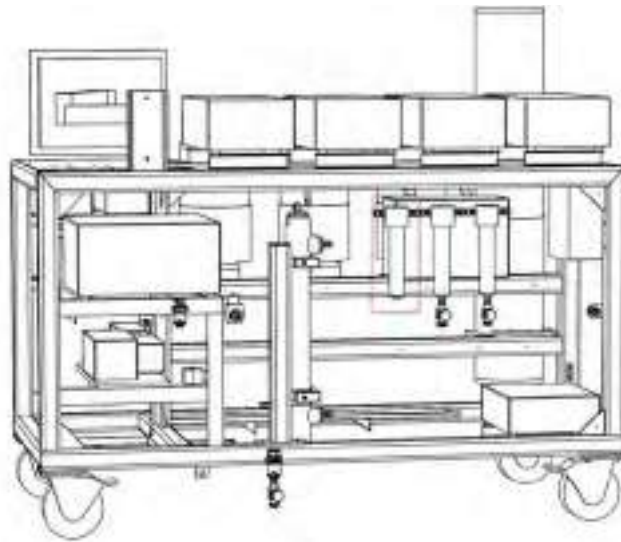
1. Remove the filter housing from the SFE Pro by unwinding the threaded housing.
2. Remove filter element by removing the threaded cap
3. Set the filter housing aside with the plastic rings and threaded cap.
4. Replace the old filter with a new filter.
5. Apply a thin layer of silicone grease to the above housing threads.
6. Screw filter housing back into F3 location; hand tight.

#### 4.2.4 filter 4 – activated carbon filter (F4)

##### Overview:

This filter helps prevent solids/particulates from recirculating back to the pump. the activated carbon should be replaced roughly every month.

The carbon rests directly inside the filter housing, topped by a filter and metal disc, to keep carbon from making its way into the rest of your system.



## Supplies:

- activated carbon replacement (Part 330012)
- silicone grease

## Procedure:

**⚠ WARNING:**

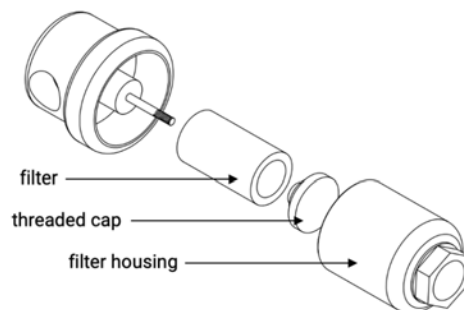
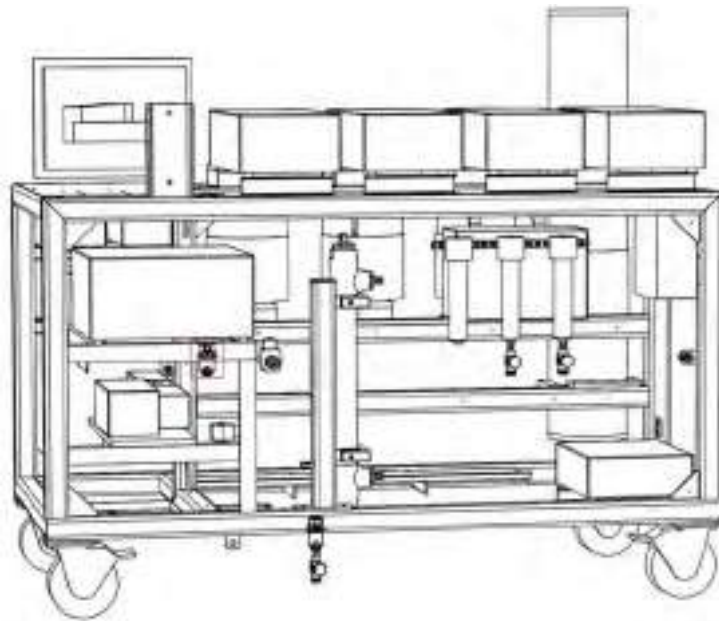
To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

1. Remove the filter housing from the SFE Pro by unwinding the threaded housing.
2. Set filter and disc aside.
3. Remove and dispose of spent activated carbon.
4. Wash interior of filter housing and dry thoroughly.
5. Pour fresh activated carbon directly into the filter housing until full. *Remember to allow enough room to replace the filter and disc.*
6. Replace filter and disc.
7. Apply a thin layer of silicone grease to the above housing threads.
8. Screw filter housing back into F4 location; hand tight.

## 4.2.5 filter 5 – small coalescing filter (F5)

### Overview:

This filter helps prevent solids/particulates from recirculating back to the pump, and is in-line to protect SV3 from substances like terpenes and other material.



### Supplies:

- F5 replacement (Part 330039)
- adjustable wrench
- ethanol
- silicone grease

Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

1. Unwind the housing to expose the small filter inside (you may need to use the adjustable wrench).
2. The filter is attached to a rod through the center by a threaded cap.
3. Replace filter.
4. Apply a thin layer of silicone grease to the above housing threads.
5. Screw filter housing back into F5 location.

## 4.2.6 extraction vessel screen replacement

### Overview:

Each extraction vessel has a filter assembly inside. The assembly is made up of a stainless steel ring with set screws, a filter screen, and a threaded cap with handle to lock everything in place.



## Supplies:

- vessel screen [Part 330040 (single screen)], [Part 330035 (full assembly)]
- 1/8" size allen wrench

## Procedure:

1. Disconnect the RTD probe connector from the SFE Pro and coil into the vessel cap top.
2. Remove vessel cap by turning counterclockwise with hands, or using spanner wrench (to get started). Set aside on top of vessel cap rest, or rest with threads facing upward if there is no cap rest available.
3. Reach inside the vessel and firmly grasp the bar handle that runs across the center of the filter assembly. Turn the cap counterclockwise to back it off the threads of the ring below.
4. The ring is held in place by set screws that can be backed out with your 1/8" allen wrench.
5. After backing out set screws, remove the ring.
6. To reset the ring after removal:
  - a. Ensure the interior vessel walls are clean (wipe with ethanol as necessary).
  - b. Being careful not to let the spring seal slip off the bottom, use the handle to press the ring down evenly to the correct height, ensuring it is:
    - i. Low enough for the RTD probe from the vessel cap to touch the filter screen.
    - ii. High enough that your funnel can rest inside and keep particulate out of your assembly threads – the top of the handle should be no less than 3/4" below the port.



7. You can either place a small level across the ring or measure at four points to make sure the ring is level. *A benefit of putting the ring in using the cap is that the ring will already be mostly level, so you should only have to make minor adjustments.*
8. Once level, set at least two of the set screws using the  $\frac{1}{8}$ " allen wrench, then unwind and remove the cap to have easier access to the other two. *Tighten all set screws evenly so that the ring is as centered as possible.*

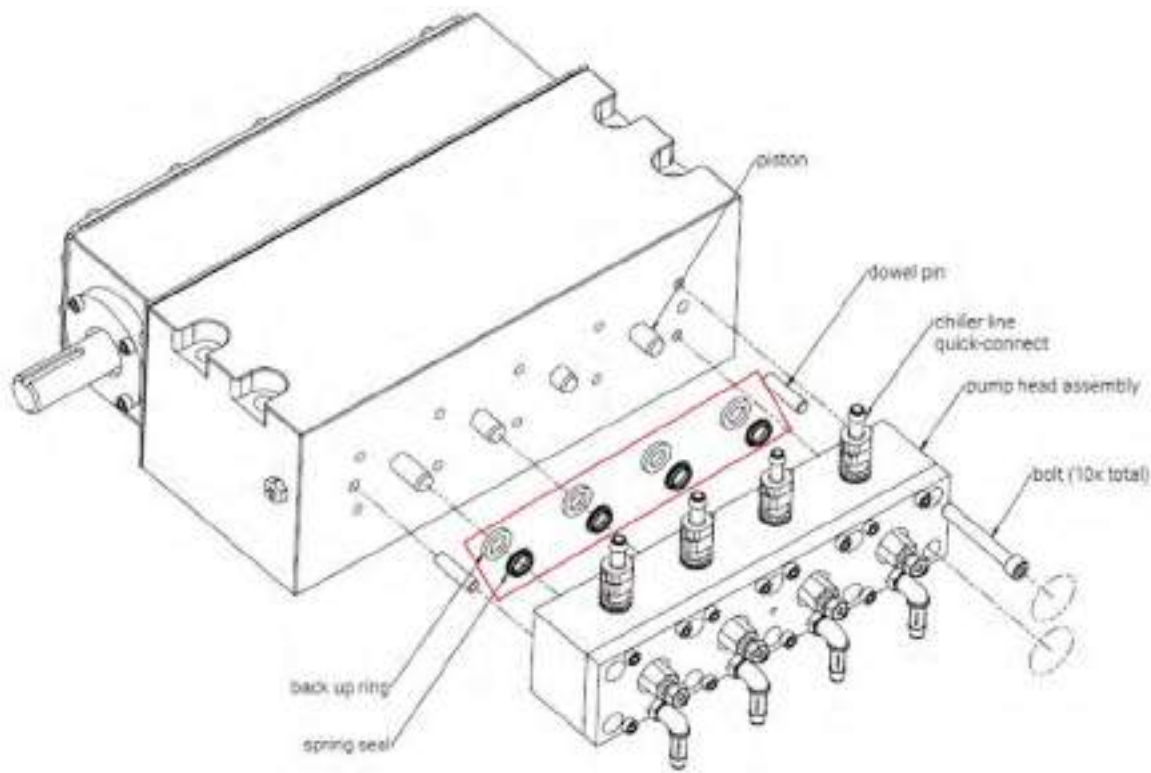
## 4.2.7 pump seal replacement

### Overview:

Pump seals keep CO<sub>2</sub> from escaping the pump head. If you experience frost or leaks in your camshaft area, around the seams of your pump head, or at your pressure relief, it is likely that your seals need to be replaced.

This can be caused by wear over a long period of time, improper assembly, or less than ideal run conditions exposing the seals to terpenes or other extracted material. Each pump seal assembly has a black seal with a spring in it meant to hug the piston shaft, and is accompanied by a white back up ring.

### Pump Seal Location:



## Supplies:

- 3/16" allen key
- pump seals (Part 330003)

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize the system and vent gas to a safe area before servicing.

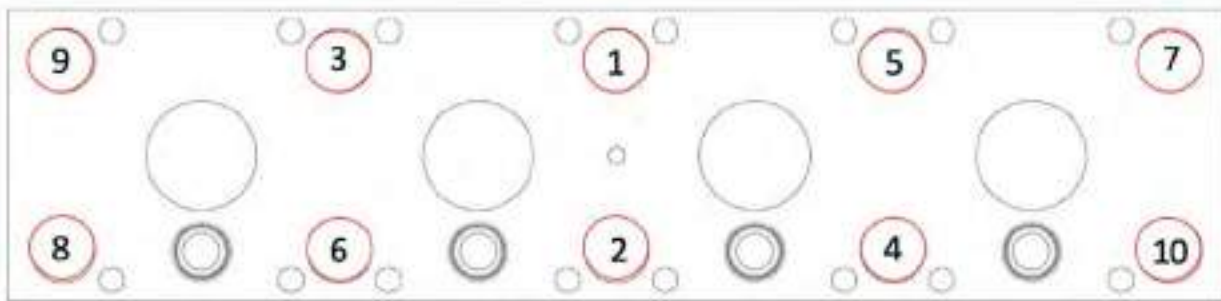
1. Power down the chiller.
2. Ensure the system is fully depressurized. *Never attempt to service your pump while it is under pressure.*
3. Remove the inlet and outlet tubing per section [4.1.1 check valves](#) before continuing. It is not necessary to remove or clean your check valves if you are replacing the pump seals, so only refer to the section on removing the inlet and outlet tubes.

*removal*

4. Once the pump surface is at room temperature, very gently disconnect chiller lines by turning counterclockwise and unplugging (8 connections total).
5. Using your  $\frac{3}{16}$ " allen key, loosen all 10 large bolts attaching the pump head to the pump body. Once removed, set aside.
6. Gently slide the pump head off of the dowel pins. Your pump seals will likely stay on their respective pistons. Make sure not to drop the dowel pins – you can leave them sitting in the pump body for now.

*replace and reassemble*

7. Inspect your seals for damage. Both the back up rings and/or seals will show nicks, scrapes, or crushing if compromised. Any small deformation will negatively affect the seal. Replace as necessary.
8. Secure each seal:
  - a. Place squarely in the middle of the recession in the pump head.
  - b. Using your thumb or index finger, massage the seal into place. *Take care not to force the seal.*
  - c. Once in, press with the back up seal.
9. Line up the pump head with the piston shafts and dowel pins and gently press into place.
10. Replace the bolts into the pump head, taking care to use a star pattern (similar to replacing a tire) to evenly tighten all 10 bolts. Repeat this pattern 2-3 times to ensure the pump is secure.

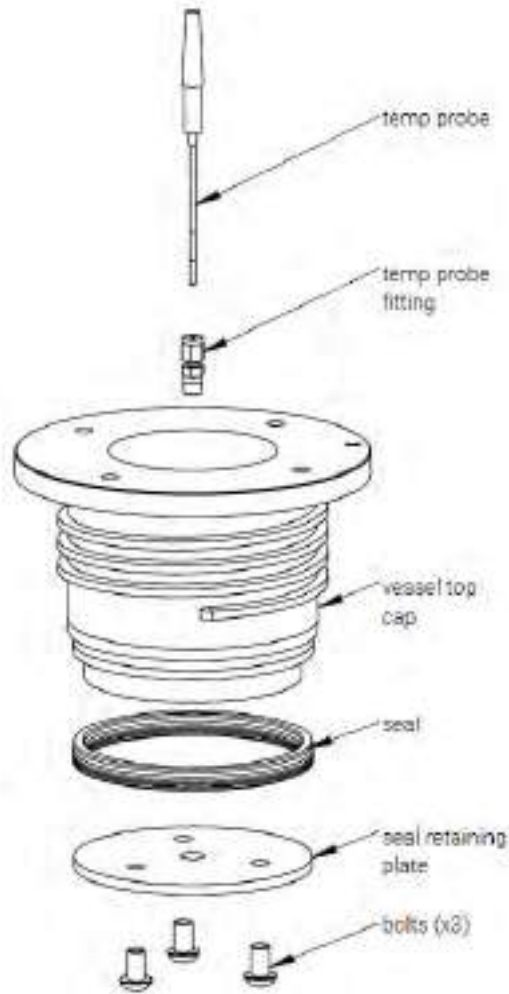


11. Reattach the chiller lines by placing the male end into the female end and turn clockwise. These connections will lock in place to prevent unwinding.
12. Replace the inlet and outlet tubing per section **5.1.1 check valves**

## 4.2.8 vessel cap seal replacement

### Overview:

Each vessel cap has an internal ring seal that prevents CO<sub>2</sub> from escaping the vessel under pressure. Operators may accidentally damage this seal if the vessel cap is dropped or hit against another object.



## Supplies:

- replacement vessel cap seal (Part 330004)
- $\frac{7}{32}$ " allen wrench
- ethanol
- anti-seize (Part 330041)

## Procedure:

1. Disconnect the RTD probe connector from the SFE Pro and coil in the vessel cap top.
2. Remove vessel cap by turning counterclockwise with hands, or using spanner wrench (to get started). Rest with threads facing upward.
3. Wipe down the surface if necessary.
4. Using a  $\frac{7}{32}$ " allen wrench, remove the retainer plate by unthreading the 3 retainer plate bolts and set aside plate and bolts.
5. Remove the black ring seal by evenly pulling upward off the cap.
6. Inspect for damage (bulge in the spring, nicks or dents in the seal, etc.).
7. If the seal has been damaged, replace it with a new seal by gently and evenly pushing the new seal down into place. The spring should be visible, facing out from the vessel.
8. Using a  $\frac{7}{32}$ " allen wrench, replace the retainer plate and secure with 3 retainer plate bolts. These should be slightly snug, about a  $\frac{1}{8}$  turn after the bolts are tightened.

## 4.3 cleaning

The recommended cleaning schedule for your SFE Pro is weekly, and/or any time you are changing biomass strain or type.

Cleaning your system on a regular basis ensures that the tubing and pressure regulator valves are free of buildup or debris.

The surface and/or other visible parts of the system should be wiped down as well to maintain cleanliness standards. This section outlines automated cleaning built into your SFE Pro as well as manual cleaning procedures.

### 4.3.1 automated clean cycle

#### Overview:

Each Friday your SFE Pro will prompt you to run the automated clean cycle. The system runs high heat and high pressure with 100mL of ethanol during our clean cycle to flush the system tubing and pressure regulators.

This is a fully-automated cycle that is designed specifically for this purpose, instead of cascading pressure and operating just a blank run to clean. The software individually pressurizes the vessels in sequence to ensure there is nothing left behind.

Perform this action weekly, or any time biomass type is changed.





Supplies:

- ethanol

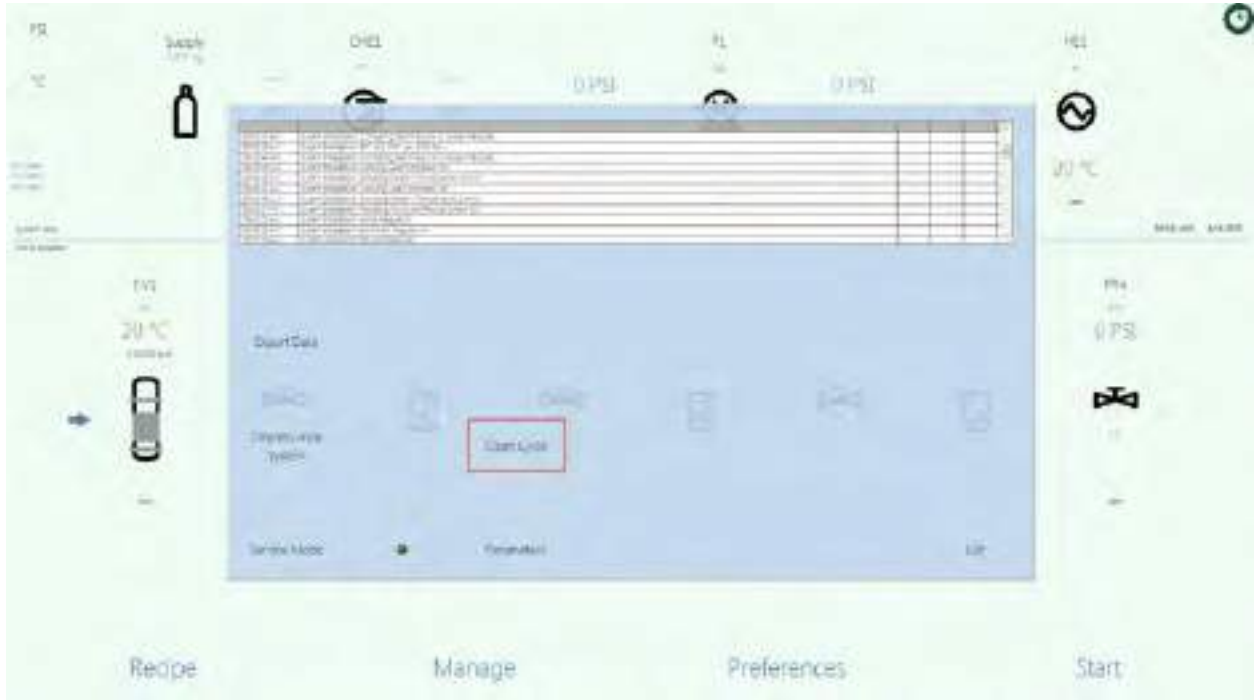
Procedure:

1. If the system has prompted you to perform a clean cycle, tap or click Clear Warning and proceed.
2. Disconnect the RTD probe connector from the SFE Pro and coil into the vessel cap top.
3. Remove vessel cap by turning counterclockwise with hands, or using spanner wrench (to get started). Set aside on top of vessel cap rest, or rest with threads facing upward if there is no cap rest available.
4. Pour 100mL ethanol directly into the extraction vessel (optional) and replace cap to extraction vessel.

5. From the Main Screen, tap or click Manage.



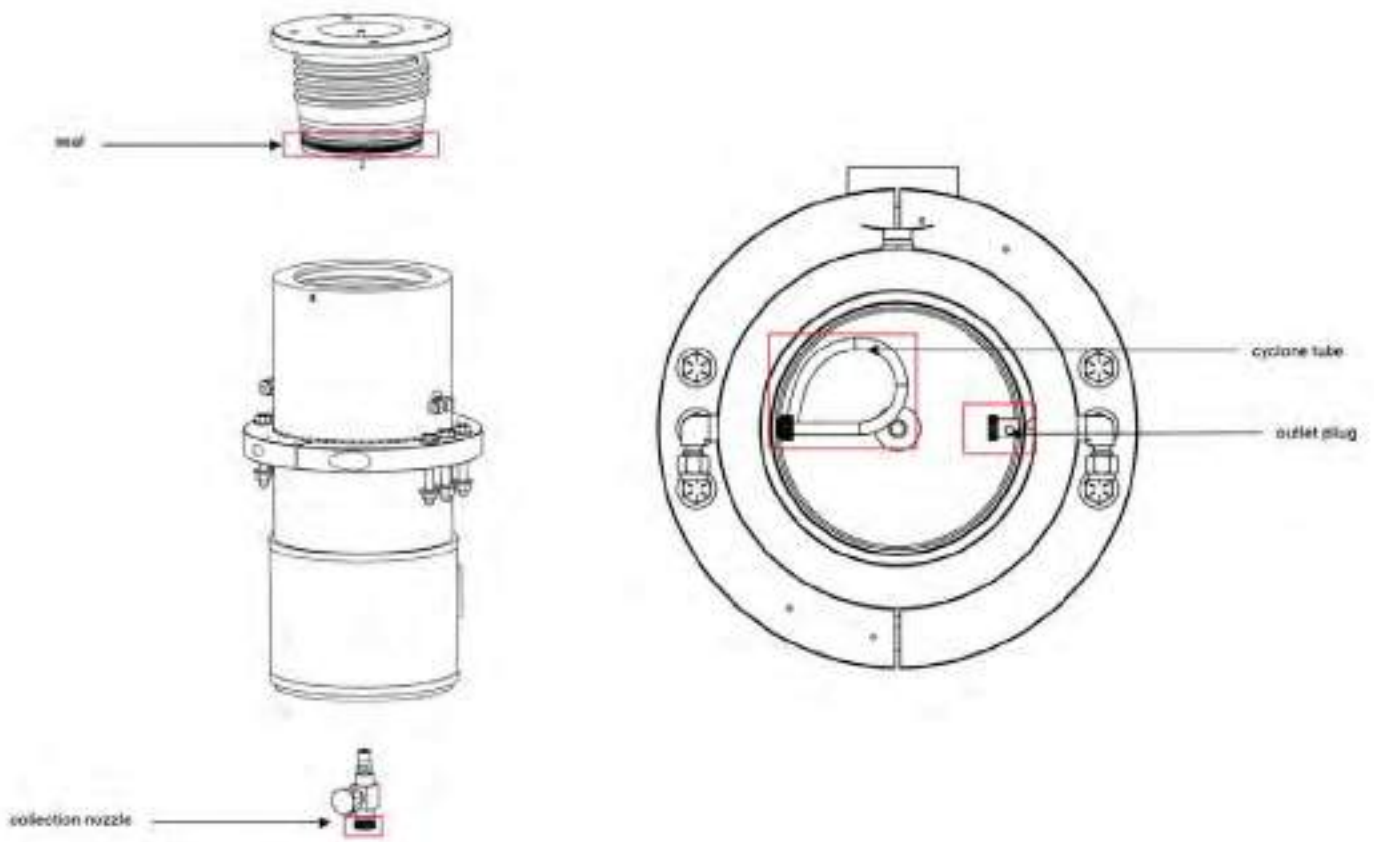
- From the Manage screen, tap or click Clean Cycle. The Clean Cycle will automatically run.



### 4.3.2 collection vessel cleaning

Overview:

This procedure outlines how to clean out your collection vessels. This is required any time biomass type is changed. Keep in mind, if you are not properly draining each collection, you may experience wax build up on the interior of the vessel that makes cleaning difficult.



## Supplies:

- ethanol
- spanner wrench (Part 330043)
- non-abrasive cloth/shop towel
- small soft bristle brush
- vessel cap rest (Part 330050)
- cyclone tube (Part 330019)
- outlet plug (Part 330020)
- $\frac{7}{32}$ " allen wrench

## Procedure:

**⚠ WARNING:**

To prevent the possibility of death, serious injury or property damage, depressurize vessels and vent gas to a safe area before attempting to open.

1. Disconnect the RTD probe connector from the SFE Pro and coil into the vessel cap top.
2. Remove vessel cap by turning counterclockwise with hands, or using spanner wrench (to get started). Set aside on top of vessel cap rest, or rest with threads facing upward if there is no cap rest available.
3. Using a  $\frac{7}{32}$ " allen wrench, remove the retainer plate by unthreading the 3 retainer plate bolts and set aside plate and bolts.
4. Remove the black ring seal evenly from the cap.
  - a. Soak in ethanol
  - b. Wipe clean, use soft bristle brush to remove residue if necessary
  - c. Let dry thoroughly
  - d. Reinstall seal onto vessel cap
5. Using a  $\frac{7}{32}$ " allen wrench, replace the retainer plate and secure with 3 retainer plate bolts. These should be slightly snug, about a  $\frac{1}{8}$  turn after the bolts are tightened.

6. Spray the interior of the collection vessel with ethanol and wipe clean. *This step may require you to soak the interior if the material is waxy and difficult to remove.*
7. Remove the cyclone tube and outlet plug by unwinding each gently.
  - a. Soak in ethanol
  - b. Wipe clean using soft bristle brush to remove residue if necessary
  - c. Let dry thoroughly
  - d. Replace by screwing in no more than finger tight. *Do not overtighten cyclone tube – this can cause the internal bearing to unseat. The outlet plug needs to be secure with the porthole facing upward.*
8. Ensure the bottom of the cap is wiped clean before replacing.
9. Remove collection nozzle by unthreading.
  - a. Soak in ethanol
  - b. Wipe clean using soft bristle brush to remove residue if necessary
  - c. Let dry thoroughly
  - d. Reinstall
10. Wipe down the surface of SFE Pro as dust and small oil splatter may accumulate.

### 4.3.3 particulate removal – pressure regulator

#### Overview:

If a Pressure Regulator appears to be not building pressure, but is instead maintaining the same pressure as the next Pressure Regulator in succession (example: PR1 appears to have a similar pressure as PR2), there is most likely a small particle stuck in the Pressure Regulator, preventing it from building pressure.

This procedure will help you clear out the stuck particulate.

#### Procedure:

1. Stop “Auto” mode for both Pressure Regulators PR# and PR# + 1.
  - a. If the manual Start/Stop buttons are not displayed on the Main Screen:
    - i. Tap or click Preferences and select the box next to Manual Control buttons. If they are displayed, skip to step 1c.
    - ii. Close the Preferences screen by tapping or clicking Exit.
  - b. For PR# and PR# + 1, press tap or click Start button located underneath each pressure regulator symbol.
  - c. When the button goes from saying Start to Stop, tap or click Stop.
  
2. Home the Pressure Regulator that is not building pressure.
  - a. Tap or click the Pressure Regulator icon
  - b. Tap or click the Home button

3. Increment the Pressure Regulator that is next in succession (PR# + 1). *For example: if PR1 is not building pressure, go to the PR2 tab to open the Parameters screen.*
  - a. With the Pressure Regulator icon screen for PR#+1 open:
    - i. Set the increment value to 30,000 at the PR# Value Move number box. (Tapping or clicking the number box will open a numeric keypad.)
    - ii. Tap or click the PR# Inc. button and watch the PR# Encoder value.
    - iii. When the number stops changing, press the PR# Inc. button until the encoder value is larger than 100,000 (absolute value).
4. Wait for the pressure to increase, at both pressure regulators PR# & PR# +1, to a large value (example: 5,000 psi).
5. When the pressure has increased to the large value, tap or click the Start button located underneath PR# + 1. *The pressure regulator will open rapidly to decrease the pressure to its original set point. This rapid depressurization will cause the CO<sub>2</sub> to flow through pressure regulator PR# to increase and remove the trapped particle.*
6. When PR# + 1 has settled to its set point pressure, tap or click the Start button located underneath PR#.



## 5. software

The SFE Pro uses automated software to control all aspects of the system with the exception of loading and unloading biomass, and collecting oil.

This allows for users to utilize their lab time more efficiently, and minimizes human error that may be present in manual functions.

## 5.1 run instruction

### Overview:

This section will provide instruction on how to complete an extraction run (input parameters, start, and stop your SFE Pro software).

### Supplies:

- tamping rod (Part 330044)
- funnel (Part 330042)
- fresh CO<sub>2</sub>
- fresh biomass
- collection containers

### Procedure:

1. Power on and set the chiller to -1°C at least 20 minutes before the run.
2. Open cylinders and ball valves, ensuring the CO<sub>2</sub> manifold pressure is at 700 psi or above.
3. Disconnect the RTD probe connector from the SFE Pro and coil into the vessel cap top.
4. Ensure that the EV vent down valve is closed, then remove vessel cap by turning counterclockwise with hands, or using spanner wrench (to get started). Set aside on top of vessel cap rest, or rest with threads facing upward if there is no cap rest available.
5. Remove the extraction vessel screen to pour biomass directly into the extraction vessel using a funnel.

6. Load and tamp biomass using a tamping rod and replace the extraction vessel screen.
7. Replace vessel cap by turning clockwise with hands, or using spanner wrench (to get started), and reconnect RTD probe.
8. Navigate to the recipe screen from the main screen by tapping or clicking Recipe.

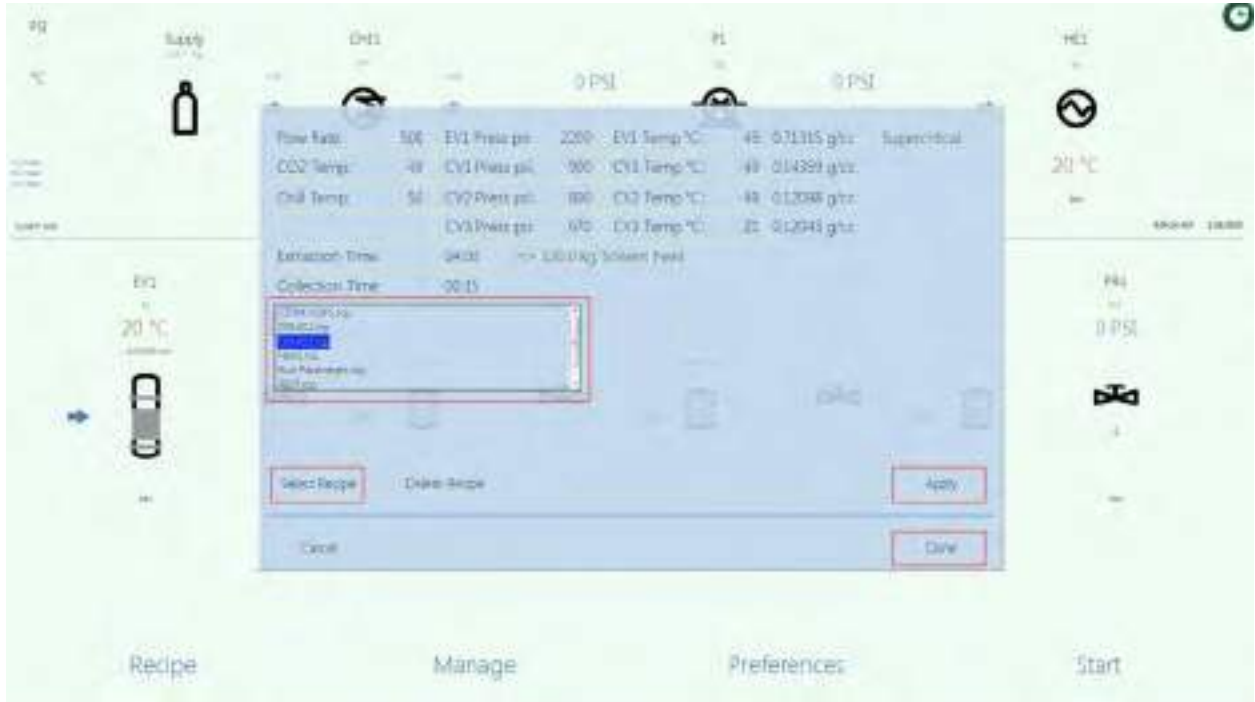


- If you are unsure of what parameters to input, refer to **3.3 vessel temp and pressure ranges** for the range of each vessel.

*Option A* – Enter new parameters by tapping or clicking each parameter. Use the touchscreen keypad or keyboard to input parameters. Once all parameters are entered, tap or click Apply and Done. The recipe screen will disappear, taking you back to the main screen.



10. *Option B* – Select a saved recipe by tapping or clicking Select Recipe. Tap or click Apply and Done. The recipe screen will disappear, taking you back to the main screen.



11. Tap or click Start.



- Verify your Isolation Valve (located just behind the top of the extraction vessel and isolates the extraction vessel from the collection vessels) is open and the T-shaped Vent Down Valve (located just behind and to the side of the extraction vessel and allows for manual venting of the SFE Pro) is closed. Tap or click OK.



13. To confirm, tap or click Start to begin the run.



14. Collect oil in collection containers at any point during the extraction run by gradually opening the collection valves at the bottom of each CV. The system will stop the run automatically according to the recipe.



## 5.2 data logs

### Overview:

This section will instruct how to export logs including: Previous Run Data, Data Log, System Log, and Event Log. These logs may be used for analyzing run results and/or troubleshooting system issues.

#### Previous Run Data:

Exports data only from the previous run to perform run-specific troubleshooting.

#### Data Log:

Shows both your recipe and second-by-second information of all non-user input from a single run.

#### System Log:

The System Data log also shows second-by-second information of all non-user input from the time the software is started.

#### Event Log:

Tracks all user input and alarms. This is useful for troubleshooting because it records when alarms/warnings occurred, to be cross-referenced with the Data Log information from the same run.

## Supplies:

- USB drive

## Procedure:

1. Insert USB drive into PC.
2. Access data logs from the main screen by tapping or clicking Manage.



3. Tap or click on the data log option of your choice. Data will automatically transfer to a USB drive.



4. Remove USB drive and download to an internet-connected PC. Logs should be sent via email to Green Mill Supercritical for troubleshooting purposes.

## 5.3 vessel preheat function

### Overview:

This section will instruct how to preheat the vessels on the SFE Pro both automatically and manually to reduce the time the system takes to reach set temperature. *Note: the vessel heater controls will default to low power to perform this function, and will remain on for 1 hour.*

Procedure:

**⚠ CAUTION:**

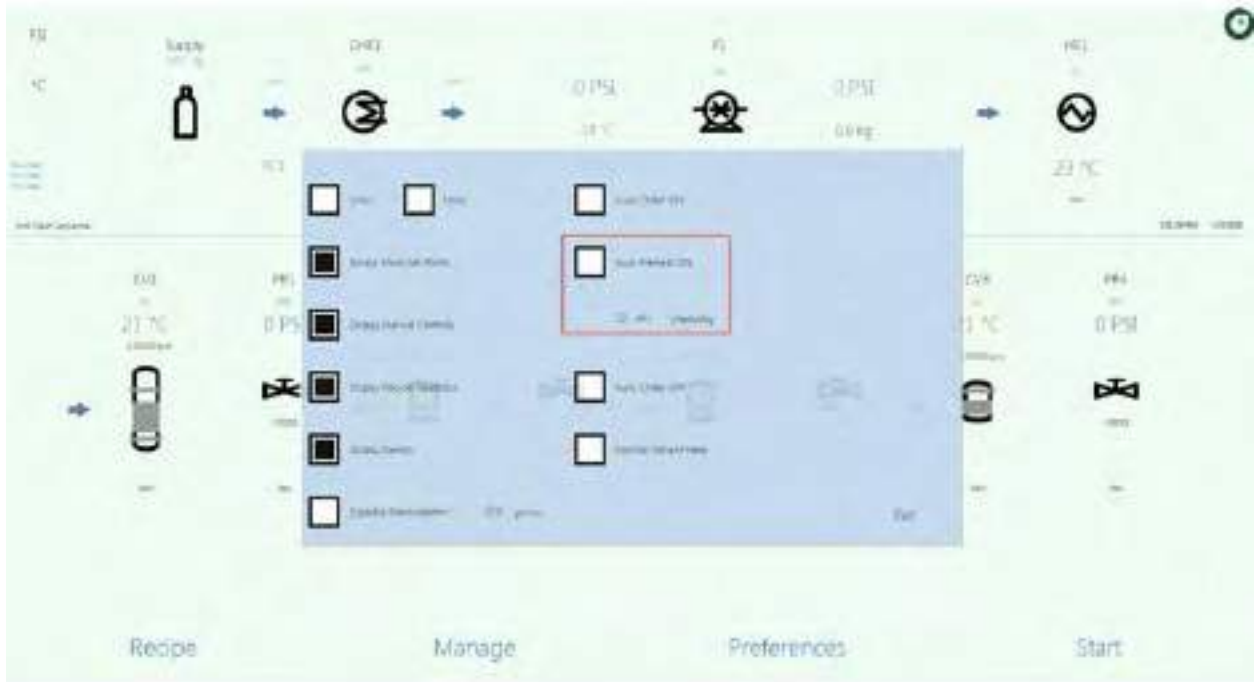
To prevent the possibility of injury or property damage, avoid touching heater bands when energized. Heater bands may reach high temperatures during normal operation.

*automatically*

1. Tap or click Preferences from the main screen.



2. Tap or click the time to change the time you would like the preheat process to start.



3. Tap or click the day/week to change between daily or work week (Monday-Friday).
4. Tap or click the box next to Auto Preheat ON to turn this function on.

*manually*

1. Tap or click the vessel icon for the vessel(s) you would like to preheat.



2. Set the power output to 10% by tapping or clicking Constant Power %.





3. Tap or click the Constant Power ON button. You should see the Power Out % in the bottom left read 10%.



Once you exit the screen, there is a red indicator that will pop up near the vessel icon to show that the vessel heater is on.



4. Repeat steps for each vessel that needs preheated.

- Remember to turn off constant power mode at each vessel if you do not end up performing an extraction. This can be done by tapping or clicking the vessel icon, and selecting Heater OFF. If more than one device is on and preheating, a 'stop all' button will appear on the main screen.



## 5.4 system alarms guide

### Overview:

This section will outline and explain the cause of alarms on the SFE Pro.

### Procedure:

Using the chart below, determine next steps to remediate the alarm.

| <b>alarm #</b> | <b>description</b> | <b>possible cause(s)/suggested action</b>  |
|----------------|--------------------|--|
| Alarm_1        | PR1 over pressure  | <ul style="list-style-type: none"> <li>● clog in the line between PR1 and CV1                             <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul> |
| Alarm_2        | PR2 over pressure  | <ul style="list-style-type: none"> <li>● clog in the line between PR2 and CV2                             <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul> |
| Alarm_3        | PR3 over pressure  | <ul style="list-style-type: none"> <li>● clog in the line between PR3 and CV3                             <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul> |
| Alarm_4        | PR4 over pressure  | <ul style="list-style-type: none"> <li>● SV3 has failed                             <ul style="list-style-type: none"> <li>○ rebuild SV3</li> <li>○ clean filter 5</li> </ul> </li> </ul>  |
| Alarm_5        | P1 over pressure   | <ul style="list-style-type: none"> <li>● single system – EV isolation valve closed                             <ul style="list-style-type: none"> <li>○ open isolation valve</li> </ul> </li> </ul>  |

|          |                      |   |
|----------|----------------------|---|
|          |                      | <ul style="list-style-type: none"> <li>● dual system – both EV inlet valves closed             <ul style="list-style-type: none"> <li>○ open inlet valves</li> </ul> </li> </ul>  |
| Alarm_6  | HE1 over temperature | <ul style="list-style-type: none"> <li>● unstable CO2 supply             <ul style="list-style-type: none"> <li>○ check and monitor CO<sub>2</sub> supply pressure</li> </ul> </li> <li>● low flow/no flow/sudden flow             <ul style="list-style-type: none"> <li>○ check and monitor CO<sub>2</sub> supply pressure</li> </ul> </li> </ul>   |
| Alarm_7  | HC1 over temperature | <ul style="list-style-type: none"> <li>● vessel preheat function set too aggressively             <ul style="list-style-type: none"> <li>○ lower preheat temperature</li> <li>○ allow vessel to cool down</li> </ul> </li> <li>● vessel preheat function set too long             <ul style="list-style-type: none"> <li>○ stop preheating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_8  | HC2 over temperature | <ul style="list-style-type: none"> <li>● vessel preheat function set too aggressively             <ul style="list-style-type: none"> <li>○ lower preheat temperature</li> <li>○ allow vessel to cool down</li> </ul> </li> <li>● vessel preheat function set too long             <ul style="list-style-type: none"> <li>○ stop preheating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_9  | HC3 over temperature | <ul style="list-style-type: none"> <li>● vessel preheat function set too aggressively             <ul style="list-style-type: none"> <li>○ lower preheat temperature</li> <li>○ allow vessel to cool down</li> </ul> </li> <li>● vessel preheat function set too long             <ul style="list-style-type: none"> <li>○ stop preheating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_10 | HC4 over temperature | <ul style="list-style-type: none"> <li>● vessel preheat function set too aggressively             <ul style="list-style-type: none"> <li>○ lower preheat temperature</li> <li>○ allow vessel to cool down</li> </ul> </li> <li>● vessel preheat function set too long             <ul style="list-style-type: none"> <li>○ stop preheating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_11 | pump alarm code      | <ul style="list-style-type: none"> <li>● single system – EV isolation valve closed             <ul style="list-style-type: none"> <li>○ open isolation valve</li> </ul> </li> <li>● dual system – both EV inlet valves closed             <ul style="list-style-type: none"> <li>○ open inlet valves</li> </ul> </li> <li>● encoder cable – poor connection             <ul style="list-style-type: none"> <li>○ ensure connection is secure</li> </ul> </li> </ul> |

|          |                        |  |
|----------|------------------------|--|
| Alarm_12 | PR1                    | <ul style="list-style-type: none"> <li>● internal overpressure alarm inside PR1               <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul>   |
| Alarm_13 | PR2                    | <ul style="list-style-type: none"> <li>● internal overpressure alarm inside PR2               <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul>   |
| Alarm_14 | PR3                    | <ul style="list-style-type: none"> <li>● internal overpressure alarm inside PR3               <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul>   |
| Alarm_15 | PR4                    | <ul style="list-style-type: none"> <li>● internal overpressure alarm inside PR4               <ul style="list-style-type: none"> <li>○ depressurize the system</li> <li>○ remove tubing</li> <li>○ clean tubing</li> </ul> </li> </ul>   |
| Alarm_16 | HE1 thermal switch     | <ul style="list-style-type: none"> <li>● unstable CO<sub>2</sub> supply               <ul style="list-style-type: none"> <li>○ check and monitor CO<sub>2</sub> supply pressure</li> </ul> </li> <li>● low flow/no flow/sudden flow               <ul style="list-style-type: none"> <li>○ check and monitor CO<sub>2</sub> supply pressure</li> </ul> </li> <li>● HE1 turned on with no flow               <ul style="list-style-type: none"> <li>○ turn off HE1</li> </ul> </li> </ul> |
| Alarm_17 | HC1 thermal switch set | <ul style="list-style-type: none"> <li>● vessel body is too hot               <ul style="list-style-type: none"> <li>○ stop heating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_18 | HC2 thermal switch set | <ul style="list-style-type: none"> <li>● vessel body is too hot               <ul style="list-style-type: none"> <li>○ stop heating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_19 | HC3 thermal switch set | <ul style="list-style-type: none"> <li>● vessel body is too hot               <ul style="list-style-type: none"> <li>○ stop heating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |
| Alarm_20 | HC4 thermal switch set | <ul style="list-style-type: none"> <li>● vessel body is too hot               <ul style="list-style-type: none"> <li>○ stop heating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>  |

|          |                                       |   |
|----------|---------------------------------------|---|
| Alarm_21 | HC5 thermal switch set                | <ul style="list-style-type: none"> <li>● vessel body is too hot                             <ul style="list-style-type: none"> <li>○ stop heating</li> <li>○ allow vessel to cool down</li> </ul> </li> </ul>   |
| Alarm_22 | PR1 optical flag 1 error              | <ul style="list-style-type: none"> <li>● PR1 valve has traveled outside the normal operating range                             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |
| Alarm_23 | PR2 optical flag 1 error              | <ul style="list-style-type: none"> <li>● PR2 valve has traveled outside the normal operating range                             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |
| Alarm_24 | PR3 optical flag 1 error              | <ul style="list-style-type: none"> <li>● PR3 valve has traveled outside the normal operating range                             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |
| Alarm_25 | PR4 optical flag 1 error              | <ul style="list-style-type: none"> <li>● PR4 valve has traveled outside the normal operating range                             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |
| Alarm_26 | P1_PR1 differential over pressure     | <ul style="list-style-type: none"> <li>● the outlet pressure of the pump is too high with respect to PR1 pressure</li> <li>● single system – EV isolation valve closed                             <ul style="list-style-type: none"> <li>○ open isolation valve</li> </ul> </li> <li>● dual system – both EV inlet valves closed                             <ul style="list-style-type: none"> <li>○ open inlet valves</li> </ul> </li> </ul>   |
| Alarm_27 | PR4 over set operating pressure range | <ul style="list-style-type: none"> <li>● pressure exceeds defined operating pressure range                             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |
| Alarm_28 | over pressure in recycler lines       | <ul style="list-style-type: none"> <li>● SV2 has failed                             <ul style="list-style-type: none"> <li>○ rebuild SV2</li> </ul> </li> <li>● SV3 has failed                             <ul style="list-style-type: none"> <li>○ rebuild SV3</li> <li>○ clean filter 5</li> </ul> </li> <li>● filters are clogged                             <ul style="list-style-type: none"> <li>○ check/clean filter 2</li> <li>○ check/clean filter 3</li> <li>○ check/clean filter 4</li> </ul> </li> </ul> |
| Alarm_29 | recycle line differential over        | <ul style="list-style-type: none"> <li>● SV2 is clogged                             <ul style="list-style-type: none"> <li>○ rebuild SV2</li> </ul> </li> </ul>   |

|          |  |   |
|----------|--|---|
|          | pressure                               | <ul style="list-style-type: none"> <li>● filters are clogged             <ul style="list-style-type: none"> <li>○ check/clean filter 1</li> <li>○ check/clean filter 2</li> <li>○ check/clean filter 3</li> <li>○ check/clean filter 4</li> </ul> </li> </ul> |
| Alarm_30 | recycle line controller not responding | <ul style="list-style-type: none"> <li>● recycle controller line is unresponsive             <ul style="list-style-type: none"> <li>○ contact Green Mill Supercritical</li> </ul> </li> </ul>   |



## 5.5 system warnings guide

### Overview:

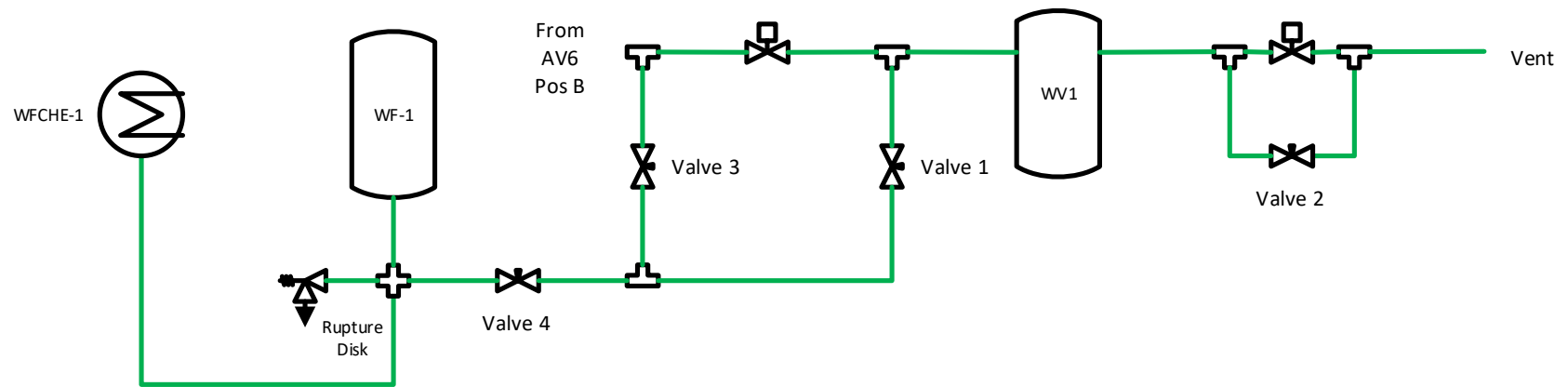
This section will outline and explain the cause of warnings on the SFE Pro.

### Procedure:

Using the chart below, determine next steps to remediate the warning.

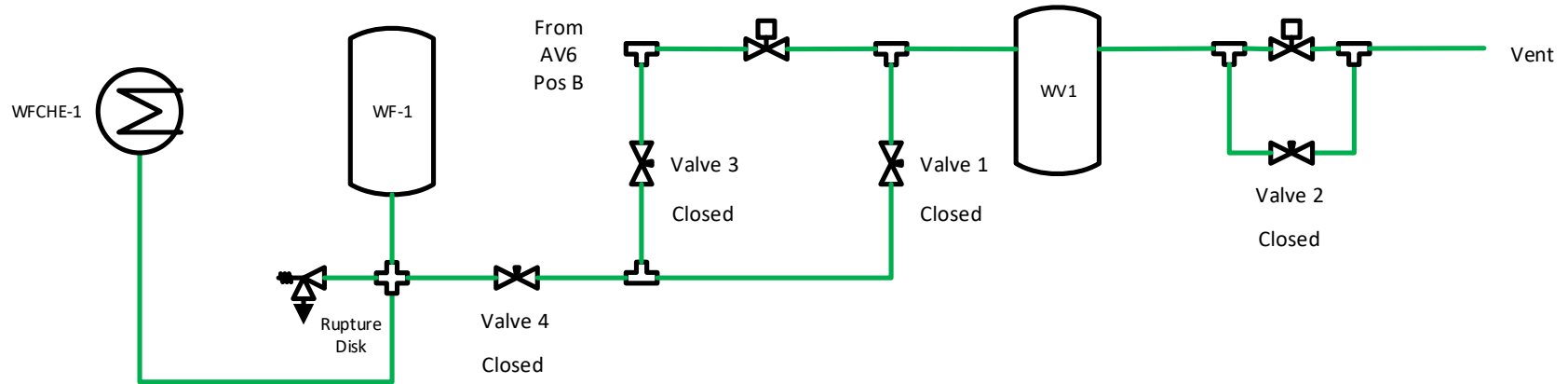
| <b>warning #</b> | <b>description</b>                              | <b>suggested action</b>                   |
|------------------|---|---|
| Warning_1        | CO <sub>2</sub> conditions not adequate         | check cylinder pressure                   |
| Warning_2        | HC1 RTD probe disconnected                      | connect HC1 RTD probe                     |
| Warning_3        | HC2 RTD probe disconnected                      | connect HC2 RTD probe                     |
| Warning_4        | HC3 RTD probe disconnected                      | connect HC3 RTD probe                     |
| Warning_5        | HC4 RTD probe disconnected                      | connect HC4 RTD probe                     |
| Warning_6        | HC5 RTD probe disconnected                      | connect HC5 RTD probe                     |
| Warning_7        | time to perform clean cycle                     | run automated clean cycle                 |
| Warning_8        | licensing – not settable                        | contact Green Mill Supercritical          |
| Warning_9        | low inlet CO <sub>2</sub> density – set HE OFF  | check chiller temp / chiller on           |
| Warning_10       | check CO <sub>2</sub> supply! scale reading low | check CO <sub>2</sub> cylinders and lines |





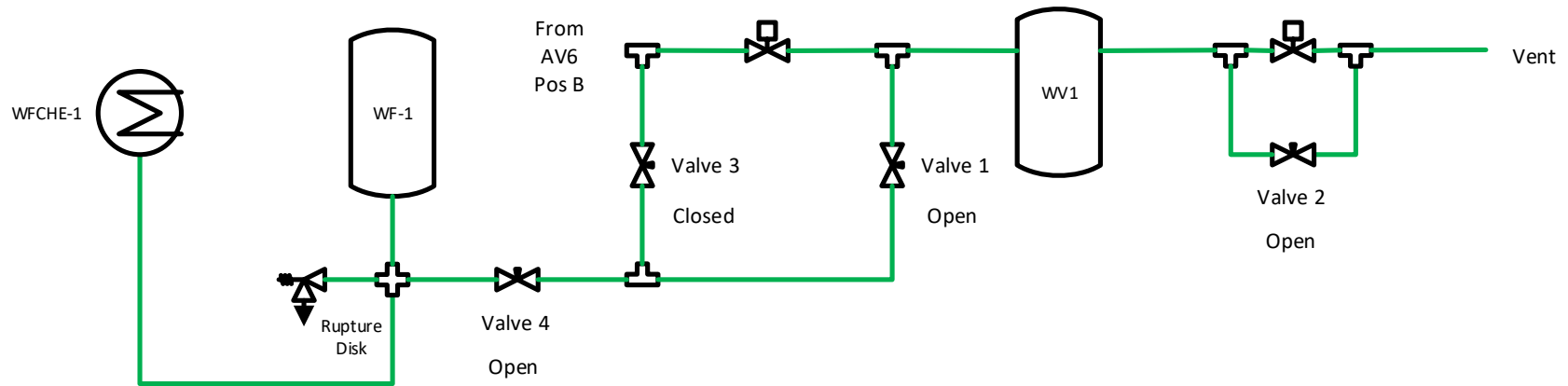
| Process                                  | V1 | V2       | V3 | V4 |
|--|----|----------|----|----|
| RTW Extraction Run                       | X  | X        | X  | X  |
| Winter Clean Cycle                       | X  | X        | X  | X  |
| Wax Blast                                | O  | O (last) | X  | O  |
| Relieve Wax Flush Line – Quickly open V3 | O  | O        | O  | X  |
| De-pressure Winter Cart                  | O  | O        | X  | O  |
| De-pressure Wax Trap                     | O  | O        | X  | X  |

## Standard Winterization and Clean Cycle



| Process            | V1 | V2 | V3 | V4 |
|--------------------|----|----|----|----|
| RTW Extraction Run | X  | X  | X  | X  |
| Winter Clean Cycle | X  | X  | X  | X  |

## Wax Blast Procedure

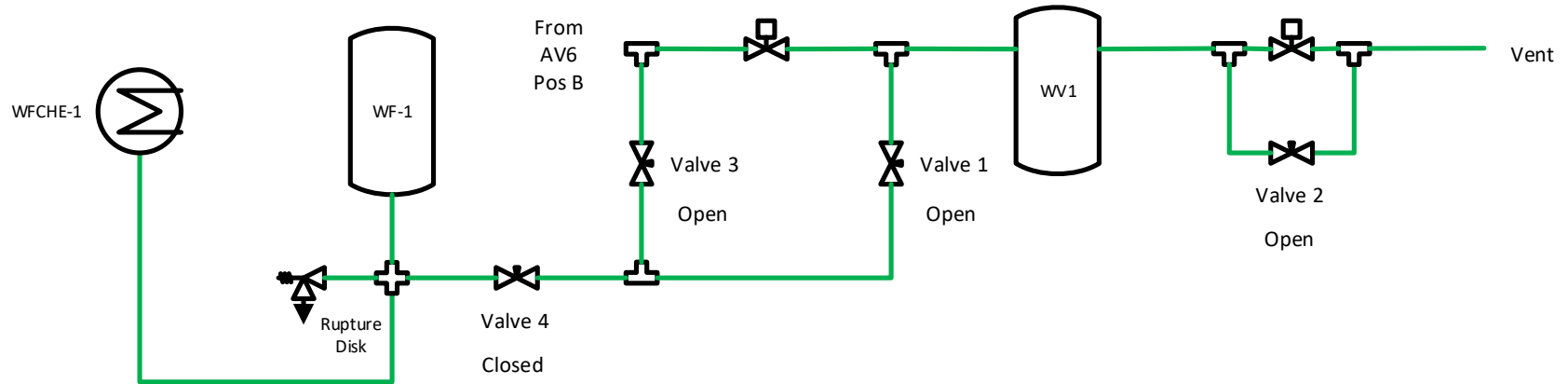


| Process   | V1 | V2       | V3 | V4 |
|-----------|----|----------|----|----|
| Wax Blast | O  | O (last) | X  | O  |

The wax blast procedure helps clear out waxes to continue running without having to run a Winter Clean Cycle as frequently.

- Close the Winter Cart Inlet and Outlet Valve (AV5 & AV6) to isolate from the Extraction and Collection Cart.
- Open Valve 4 first
- Open Valve 1 starting slowly, but then quickly
- When pressure at the outlet of the Injection Pump (P2) is down to approximately 400 psi, open Valve 2

## Relieve Wax Flush Line – Post Winter Flush

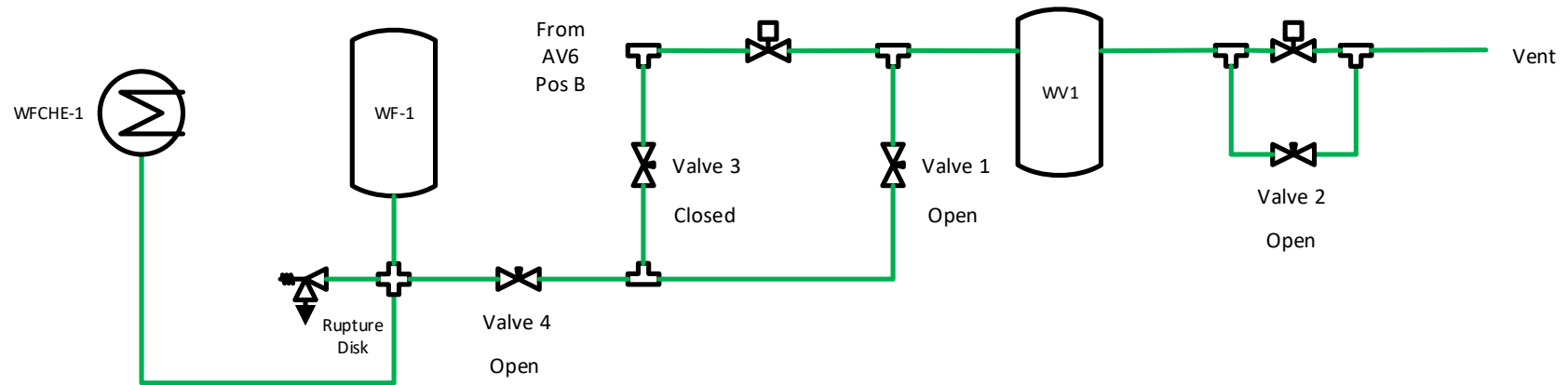


| Process                                  | V1 | V2 | V3 | V4 |
|--|----|----|----|----|
| Relieve Wax Flush Line – Quickly open V3 | O  | O  | O  | X  |

Directly after the Winter Flush Process has completed, perform this procedure to clear out pressure between the Winter Outlet Valve and line to the Wax Trap

- When all other valves are in position, open Valve 3

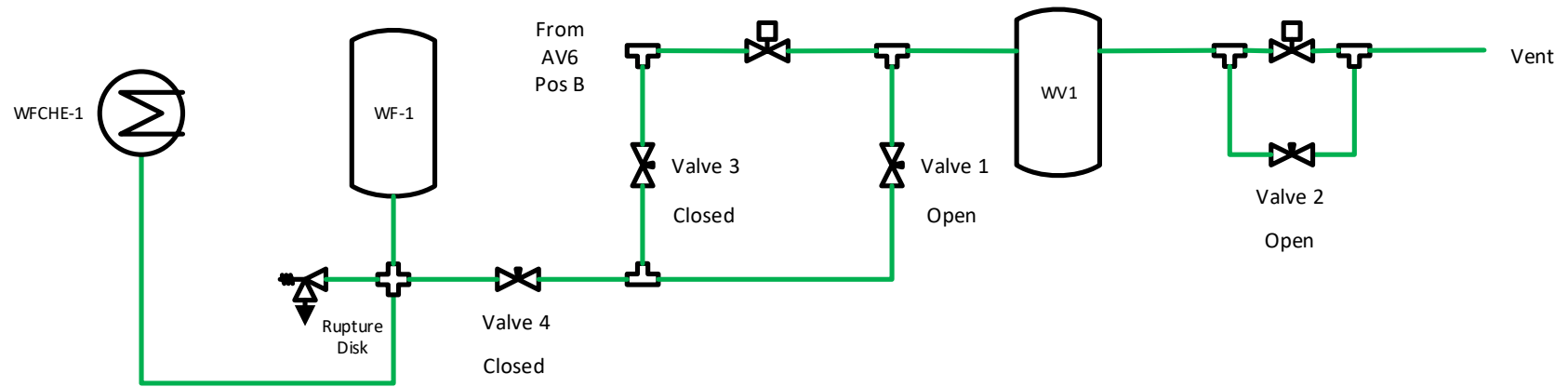
## De-Pressure Winter Cart



| Process                 | V1 | V2 | V3 | V4 |
|-------------------------|----|----|----|----|
| De-pressure Winter Cart | O  | O  | X  | O  |

- Close the Winter Cart Inlet and Outlet Valve (AV5 & AV6) to isolate from the Extraction and Collection Cart.
- Slowly Open Valve 4
- Open Valve 1 slowly
- When the pressure at the pump is in the range of 400 psi, open valve 2

## De-Pressure Wax Trap



| Process              | V1 | V2 | V3 | V4 |
|----------------------|----|----|----|----|
| De-pressure Wax Trap | O  | O  | X  | X  |

- Close Valves 3 and 4 first
- Open Valve 1
- Open Valve 2





# **Pikes Peak V2**

# **Longs Peak**

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User Manual R2.3

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# 1. Introduction

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**From all of us here at PurePressure, thank you for your purchase!**

Our rosin presses are engineered to last for many years with proper care. The following user manual covers virtually every topic, including how to use the press, technical specifications, tips on getting the most out of your equipment, and much more.

Unless otherwise noted, the instructions contained in this manual apply to both the Pikes Peak V2 and Longs Peak rosin presses and are interchangeable.

**Sales Inquiries:**

[sales@gopurepressure.com](mailto:sales@gopurepressure.com)


**General Questions:**

[info@gopurepressure.com](mailto:info@gopurepressure.com)

**Technical Support:**

[support@gopurepressure.com](mailto:support@gopurepressure.com)

**Contact:**

 720-446-9565

 [purepressure.com](http://purepressure.com)

   @gopurepressure

— **We're always here to help. Talk to us!**

# 1.1 Warranty

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**PurePressure's rosin presses are built to last for many years with proper care.** We want you to be satisfied with your equipment so if there are ever any concerns, please do not hesitate to contact us. PurePressure guarantees the following warranty coverage for both the Pikes Peak and Longs Peak rosin presses:

- 2 year limited warranty against manufacturing defects for structural components (frame, truss and support legs) and pneumatic cylinder.
- 1 year limited warranty against manufacturing defects for the entire press including electronic and pneumatic components.

**Warranty Replacements:** In event of an approved warranty replacement or service, PurePressure will supply the necessary part(s) and special tools, if needed. Shipping costs may be covered by PurePressure at its discretion.

**Replacement Parts:** Replacement parts for various components are available at reasonable prices for press owners directly from PurePressure.

**Exclusions: Warranty coverage eligibility will be determined by PurePressure and at PurePressure's sole discretion.** PurePressure's warranty obligations do not include (i) reasonable wear and tear; (ii) damage or corrosion caused by outdoor elements or outdoor use; (iii) use of unapproved parts or unproved alterations to components; (iv) defects or damage caused by misuse, improper electrical power supply, or compressed air inputs over 150 PSI (v) pneumatic components damaged from internal moisture or having been pressurized with compressed air which is not clean or dry; (vi) vandalism, negligence, misuse or Force Majeure Events; or (vi) items expected to be consumed or expended during the normal and routine operation and maintenance. This warranty is eligible for the original purchaser only and is not transferable.

**Disclaimer:** Except as expressly set forth in this Limited Warranty and to the greatest extent allowed by law, PurePressure makes no other representations, warranties or conditions, express or implied, including any implied representations, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, and non-interference.

**Warranty Procedures:** If your press is covered under the warranty period, please contact us with detailed information regarding the issue you are experiencing so that we can get you operational as soon as possible. If you are experiencing a problem and are outside of the warranty period, we will do everything in our power to get you affordable replacement component(s) in a timely manner. Please send all warranty and replacement part related inquiries to [support@gopurepressure.com](mailto:support@gopurepressure.com). All returned parts must be accompanied by an RMA number, which we will supply.

## 1.2 What's Included

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### What's Included With Your Press

*(items may differ depending on kit or model)*

- LED capacitive touch screen
- Two button safety start
- Emergency-stop
- Plate speed actuation dial
- Compressed air filter / regulator(s)
- Pressure toggle for ramping control or internal automated pressure control unit
- Parchment clips
- Vertical orientation legs (qty 2)
- Horizontal orientation legs (qty 2)
- Leveling feet (qty 4)
- Industrial ¼" male air fitting
- Power cable

**Pikes Peak V2**



**5 Tons of Force**

**Longs Peak**



**8 Tons of Force**

# 1.3 Technical Specifications

| Specification  | Pikes Peak V2  | Longs Peak   |
|--|--|--|
| <b>Weight</b>  | 120 lb   | 130 lb   |
| <b>Overall Dimensions<br/>Depth x Width x Height</b> | <b>Horizontal:</b> 29.2" x 19.7" x 13.5"<br><b>Vertical:</b> 15.5" x 19.7" x 33.3"               | <b>Horizontal:</b> 32.6" x 19.7" x 13.5"<br><b>Vertical:</b> 15.5" x 19.7" x 36.8"             |
| <b>Power Requirement</b>                             | 120/240VAC<br>8A at startup / 2A continuous  | 120/240VAC<br>8A at startup / 2A continuous  |
| <b>Fuses (2x)</b>                                    | <b>Type:</b> Fast Acting 250V<br><b>Current:</b> 10A<br><b>Dimensions:</b> 5mm x 20mm            | <b>Type:</b> Fast Acting 250V<br><b>Current:</b> 10A<br><b>Dimensions:</b> 5mm x 20mm          |
| <b>Compressed Air Requirements</b>                   | <b>PSI:</b> 5 - 120<br><b>CFM:</b> 2.1 or greater<br>Dry clean air                               | <b>PSI:</b> 5 - 140<br><b>CFM:</b> 2.7 or greater<br>Dry clean air                             |
| <b>Pneumatic Cylinder Maximum Force Output</b>       | 9,876 lb @ 120 PSI   | 15,300 lb @ 140 PSI  |
| <b>Frame &amp; Enclosure Metal</b>                   | A36 Steel  | A36 Steel  |
| <b>Heat Plates</b>                                   | <b>Sizes:</b> 10" x 2.5"<br><b>Material:</b> 6061 Aluminum<br><b>Maximum Temperature:</b> 300 °F | <b>Sizes:</b> 10" x 3"<br><b>Material:</b> 6061 Aluminum<br><b>Maximum Temperature:</b> 300 °F |

## 1.4 Disclaimers & Safety Precautions

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Please review this information carefully prior to press operation!

**WARNING:** HEAT PLATES CAN CAUSE SERIOUS BURNS. NEVER PLACE FOREIGN OBJECTS, FINGERS, HANDS OR OTHER BODY PARTS ON OR BETWEEN THE HEAT PLATES.

**WARNING:** PINCH POINT CAN CAUSE SERIOUS INJURY. NEVER PLACE FOREIGN OBJECTS, FINGERS, HANDS OR OTHER BODY PARTS ON OR BETWEEN THE HEAT PLATES.

**WARNING:** ALWAYS WEAR EYE AND EAR PROTECTION AS WELL AS HEAT RESISTANT GLOVES FOR SAFE OPERATION.

**WARNING:** PUREPRESSURE, LLC IS NOT RESPONSIBLE FOR INJURY OR LOSS DUE TO IMPROPER USE OF EQUIPMENT.

**DISCLAIMER:** COMPRESSED AIR SOURCE REQUIRED. MAX ALLOWABLE WORKING PRESSURE 140PSI. THIS PRODUCT OPERATES UTILIZING A PNEUMATIC CYLINDER.

**DISCLAIMER:** YOUR PRESS SPEED VALVE IS TURNED OFF FOR SHIPPING. THE DIAL MUST BE OPENED TO OPERATE YOUR PRESS PNEUMATIC.

**DISCLAIMER:** CONNECTING TO ANY OTHER POWER SOURCE OTHER THAN WHAT YOUR PRESS IS RATED FOR ON ITS SERIAL LABEL WILL VOID YOUR WARRANTY.

**WARNING:** EXCEEDING 150PSI ON YOUR PRESS WILL TERMINATE YOUR WARRANTY. A MECHANICAL BLOW OFF VALVE WILL EXHAUST AND YOUR FIRMWARE WILL DETECT THE OVERPRESSURE FAULT.

**WARNING:** ONLY USE THE DESIGNATED AC POWER PLUG PROVIDED WITH YOUR PRESS. USING ALTERNATE VOLTAGES OTHER THAN SPECIFIED CAN RESULT IN DAMAGE TO YOUR UNIT.

**WARNING:** IF THE HEAT PLATE ICON ON YOUR SCREEN IS RED THEN THE PLATES ARE HOT ENOUGH TO CAUSE BURNS.

**WARNING:** PARCHMENT CLIPS ARE NOT HANDLES. DO NOT USE TO LIFT THE PRESS.

**WARNING:** EMERGENCY STOP BUTTON - YOU MAY CANCEL THE OPERATION AT ANY POINT BY PRESSING THE EMERGENCY STOP BUTTON. THIS WILL DISPLAY EMERGENCY STOP ON THE LED TOUCH SCREEN AND WILL CUT POWER TO THE HEATERS WHILE RETRACTING THE AIR CYLINDER. **NOTE:** AN INLET AIR SUPPLY OF AT LEAST 10 PSI IS REQUIRED FOR THE CYLINDER TO RETRACT. DISCONNECTING THE AIR SUPPLY PRIOR TO PRESSING THE EMERGENCY STOP BUTTON WILL NOT RETRACT THE PRESS. TO CLEAR THE EMERGENCY STOP, TWIST THE BUTTON TO RELEASE. THIS WILL REBOOT THE SYSTEM AND RETURN YOU TO THE MAIN MENU. THE HEATERS WILL BE OFF AT THIS POINT.

**WARNING:** DO NOT PRESS ANYTHING OTHER THAN SOFT PLANT MATERIALS IN THE PIKES PEAK, PIKES PEAK V2, OR LONGS PEAK PRESS. PRESSING OTHER OBJECTS WILL VOID THE WARRANTY.

**WARNING:** WHEN USING ISOPROPYL ALCOHOL TO CLEAN THE HEAT PLATES THE POWER SHOULD BE DISCONNECTED, AND THE HEAT PLATES SHOULD BE AT ROOM TEMPERATURE. ALWAYS WEAR GLOVES AND EYE PROTECTION.

# 1.5 Uncrating Your Press

## Steps to Safely Uncrate Your Press

**Note:** Use two people to lift the press safely.

1. Using a Phillips screwdriver or power tool, remove wood screws from top lid. **(Figure 1A)**
2. Lift off crate cover.
3. Remove contents from top section and remove crate shelf. **(Figure 2A)**
4. Remove the loose foam packing blocks around the press (some foam blocks are glued to the crate itself - do not remove them).
5. Using the two straps around the press pull straight up to remove the press from the crate and set on a sturdy table. **(Figure 3A)**
6. Remove the plastic wrapping and set your Dual Pressure kit as well as your vertical legs aside.
7. Turn your emergency stop button clockwise to release.
8. Turn your Speed Controller knob all the way counter clockwise to open the valve. This will allow the plates to fully actuate.

Figure 1A



Figure 2A



Figure 4A





## 2. Press Setup

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**Note:** Your press comes set up in the horizontal orientation for shipping purposes.

### Vertical vs. Horizontal Orientation

Most users will encounter greater utility and productivity using the Pikes Peak V2 or Longs Peak rosin press in the vertical orientation. This is because loading and unloading bags and parchment tends to be easier. It is our recommendation that you become familiar with the press in the vertical orientation first, and then move to the horizontal orientation if desired.

For horizontal orientation pressing, virtually any of our silicone products or parchment paper works well as a collection surface.



## 2.1 Vertical Orientation Setup

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### Vertical Orientation Setup

**Warning:** HEAVY EQUIPMENT! Two people recommended for setting up the press vertically or horizontally.

1. The vertical orientation requires the two triangular shaped legs. To change to the vertical orientation from the default horizontal orientation, carefully bring the two front legs off the edge of a table while ensuring the press will not fall forward. **(Figure 1A)**
2. Using a ¼" Allen wrench or bit, remove the (qty4) screws securing the horizontal legs as well as the (qty2) adjacent screws just above them. Remove legs on both sides. **(Figure 2A)**
3. Line up each vertical triangular leg to the three blank holes on the side of the frame and then replace the (qty 3) screws on each side. **(Figure 3A)**
4. Then, fasten leveling feet into place, and lift the press into the full upright vertical orientation.
5. Place the touchscreen display enclosure to the recessed position so it is flush with the front of the press.

*Vertically Oriented Pikes Peak*



**Figure 2A**



**Note:** Leave leg bolts barely loose so the press can be leveled before tightening in place.

**Figure 1A**



**Figure 3A**



## 2.2 Horizontal Orientation Setup

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### Horizontal Orientation Setup

**Warning:** HEAVY EQUIPMENT. Two people recommended for setting up the press vertically or horizontally.

1. The horizontal orientation requires the two short rectangular legs. To change to the horizontal orientation from the vertical orientation, first lean the press slightly forward and have a friend unscrew the leveling feet. Then, re-screw two of the leveling feet into the two holes on back of the press, near the top.
2. Next, carefully lay the press on its back and using a ¼" Allen wrench or bit, remove the (qty6) screws securing the vertical legs. **(Figure 1A)**
3. Line up each horizontal rectangular leg to the two blank holes on the side of the frame and then replace the (qty 2) screws on each side. **(Figure 2A)**. Put the additional remaining screw in the empty holes on each side.
4. Then, fasten leveling feet (qty2) on the bottom screw hole ports of the horizontal rectangular legs. **(Figure 3A)**
5. Slide your press back so it sits securely on your table for operation.

*Horizontally Oriented Pikes Peak*



*Figure 1A*



*Figure 2A*



*Figure 3A*



## 2.3 Vertical Dual Pressure Installation

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**Note:** Your Dual Pressure system installs easily in both the horizontal and vertical orientations with just a Phillips screwdriver. There is a separate bag included in your press kit with additional pneumatic tubing for the horizontal setup..

### Hooking Up Your Dual Pressure Regulators

#### Vertical orientation installation detailed below

1. Unscrew the black collar nuts (qty2) atop each regulator and remove the aluminum mounting bracket. Using the short screws (qty2), attach the bracket to your press. **(Figure 1A)**. Tighten them with your Phillips screwdriver. For horizontal setup, simply install the bracket perpendicular to this so that the regulators are always vertically oriented. This allows the condensate trap to function properly.
2. Take your Dual Pressure regulators and re-insert both through the mounting bracket. Then, re-screw on your black regulator collar nuts onto both sides so they are hand tight. **(Figure 2A)**
3. Next, using the long screws (qty3) provided, attach your Dual Pressure toggle switch and tighten each screw. **(Figure 3A)**
4. Attach your short pneumatic hose from the toggle switch to the push connect fitting on the press, and then attach the pneumatic hoses from the Dual Pressure regulators to the toggle switch. **(Figure 4A)**
5. In the vertical orientation, your pneumatic tubing from the Dual Pressure regulators should cross and all push fittings should be firmly seated.

Figure 1A



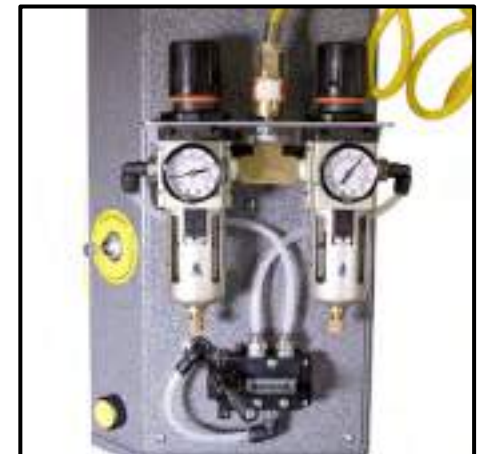
Figure 3A



Figure 2A



Figure 4A



## 2.4 Horizontal Dual Pressure Installation

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**Note:** Your Dual Pressure system installs easily in both the horizontal and vertical orientations with just a Phillips screwdriver. There is a separate bag included in your press kit with additional pneumatic tubing for the horizontal setup.

### Hooking Up Your Dual Pressure Regulators

#### Horizontal orientation installation detailed below

1. Unscrew the black collar nuts (qty2) atop each regulator and remove the aluminum mounting bracket. Using the short screws (qty2), attach the bracket to your press. **(Figure 1A)**. Tighten them with your Phillips screwdriver. For horizontal setup, simply install the bracket perpendicular to this so that the regulators are always vertically oriented. This allows the condensate trap to function properly.
2. Take your Dual Pressure regulators and re-insert both through the mounting bracket. Then, re-screw on your black regulator collar nuts onto both sides so they are hand tight. **(Figure 2A)**
3. Next, using the long screws (qty3) provided, attach your Dual Pressure toggle switch and tighten each screw. **(Figure 3A)**
4. Attach your short pneumatic hose from the toggle switch to the push connect fitting on the press, and then attach the pneumatic hoses from the Dual Pressure regulators to the toggle switch.
5. In the horizontal orientation, your pneumatic tubing from the Dual Pressure regulators should not cross and all push fittings should be firmly seated. **(Figure 4A)**

Figure 1A



Figure 3A



Figure 2A



Figure 4A



## 2.5 Automated Pressure Control Installation

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**Note:** Your Automated Pressure Control system also installs easily in both the horizontal and vertical orientations with just a Phillips screwdriver.

### Hooking Up Your Automated Pressure Control Regulator

#### Vertical orientation installation detailed below

1. Unscrew the black collar nut (qty1) atop the regulator and remove the single hoop aluminum mounting bracket. Using the short screws (qty2), attach the bracket to your press. **(Figure 1A)**. Tighten them with your Phillips screwdriver. For horizontal setup, simply install the bracket perpendicular to this so that the regulator is vertically oriented.
2. Take your single regulator and re-insert it through the mounting bracket. Then, re-screw on your black regulator collar nut onto both sides so they are hand tight. **(Figure 2A)**
3. Next, attach your short pneumatic hose from the left side of the air regulator to the push connect fitting on the press by carefully pushing it into the black hose port. **(Figure 3A)**
4. Finally, ensure that your push connect fitting is snug by gently pulling on it to ensure it's seated fully.

**For horizontal installation, repeat these same steps and make sure to mount your regulator bracket and regulator so that its cap is upward.**

All other components of your Automated Pressure Control unit are internally mounted and ready to operate once your air regulator has been properly installed as shown here.

*Figure 1A*



*Figure 3A*



*Figure 2A*



## 2.6 Using Push Connect Fittings

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### Attaching & Using Push Connect Fittings

Your push connect fittings securely hold your pneumatic tubing in place.

#### To Insert:

1. Simply take your pneumatic tubing and insert it as far into the fitting as it will sit. **(Figure 1A)**
2. Verify it is fully connected and seated by gently pulling back on the hose. It should not give and will remain secured.

#### To Remove:

1. Using your fingers, push down on the grey ring as much as you are able (it will only move downward a tiny bit).
2. While pushing down on the grey ring, gently push the pneumatic hose into the fitting, and then pull outward to remove. If it is not releasing, push down slightly harder onto the grey ring to release the tubing.

*Figure 1A*



## 2.7 Electrical Power

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**Note:** Your product serial label will indicate if your press is rated for 120/240VAC or just 120VAC. The fuses on this machine should now under normal operation. Should your fuses blow, it is likely that there is a problem with the supplied power.

### Power Module

Your press kit will come with an appropriate power cable for your location.

**Power Draw:** 8 amps while heat ramping, 2 amps continuous draw.

**Emergency Stop:** In the event of an emergency, pushing the E-Stop button disconnects power to the heaters and the solenoid valve. Disconnecting power to the solenoid valve will cause the plates to immediately retract so long as an air supply (10 PSI minimum for the Pikes Peak and 20 PSI minimum for the Longs Peak ) is supplied.

### Fuse Replacement

1. Ensure the power switch is in the OFF position and remove the power cable. Wait for at least 60 seconds.
2. Using a small screwdriver, gently pry loose and remove the fuse holder. **(Figures 1A, 2A)**
3. Carefully replace the fuses [Fast Acting 250V, 10A, 5mm x 20mm]. **(Figure 3A)**

Figure 1A



Figure 2A



Figure 3A





## 2.8 Compressed Air

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**Note:** The Pikes Peak V2 (5 PSI minimum) and Longs Peak (5 PSI minimum) both require compressed air supply to actuate the plates down as well as to retract them.

### Pneumatic Operation

Both the Pikes Peak V2 and Longs Peak require clean, dry compressed air for long term reliability. While there are many brands and types of air compressors, we specifically suggest a California Air Tools CAT15020C, Quincy QT54 package, or a Chicago Pneumatic QRS air compressor depending on your total compressed air needs, which can all be found on our website at [www.purepressure.com](http://www.purepressure.com).

Please contact us if you are unsure which air compressor to get and we would gladly help you select the right unit! Make sure to check out our [Universal Air Compressor Connection](#) kit if you aren't sure which tubing and fittings you may need.

#### Pikes Peak V2 Recommended Air Compressor Specifications

**Maximum PSI:** 140 +

**CFM Output:** 2.1 +

**Storage Tank Size:** 30 gallons +

#### Longs Peak Recommended Air Compressor Specifications

**Maximum PSI:** 150 +

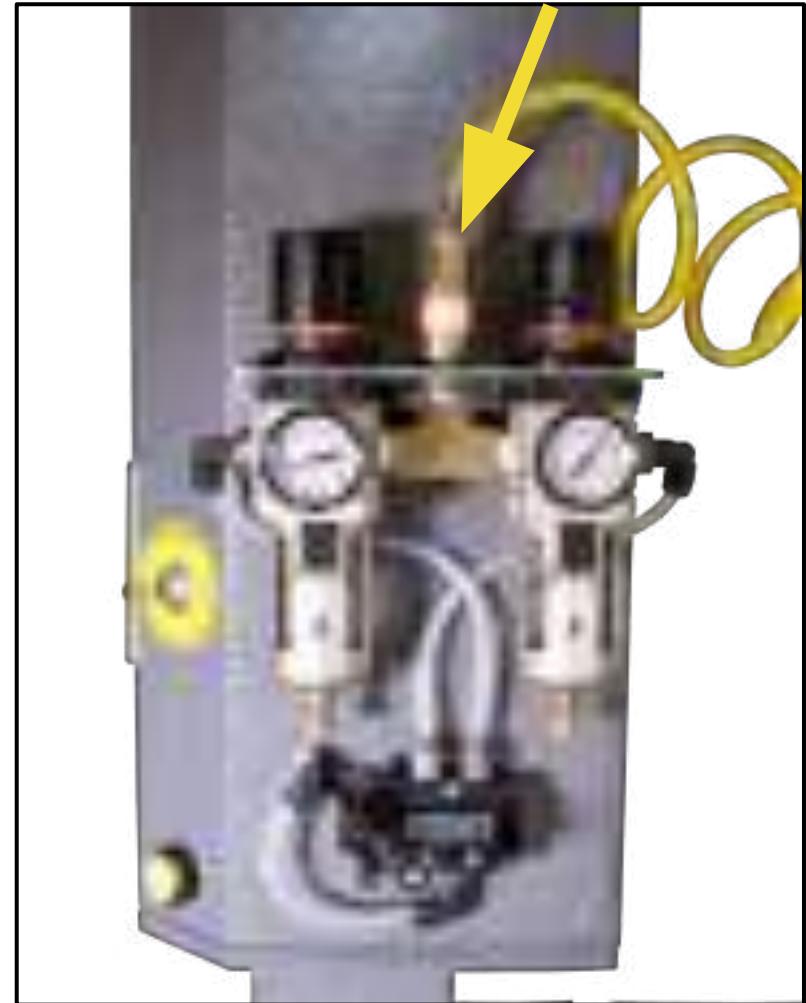
**CFM Output:** 2.7 +

**Storage Tank Size:** 30 gallons +

If you do not already have the necessary fittings and tubing, check out our Pneumatics Kit on our website. To hook up your air compressor, attach your pneumatic hose from your air compressor to your Pikes Peak V2 or Longs Peak rosin press with a 1/4" industrial quick connect fitting. **(Figure 1A)**

Figure 1A

1/4" Industrial Quick Connect Fitting



# 3. Rosin Extraction Basics

## Rosin is created with heat, pressure, and filtration.

- The heat being applied to your material liquefies the glandular trichome heads present in cannabis, then the pressure forces the resulting cannabinoid-rich oil through the filtration media.
- Technically speaking, rosin is a mechanical separation process, as opposed to a true “extraction”. However, the term extraction is used interchangeably with solvent-based and solvent-less processes.
- Rosin can be produced with a variety of different textures or consistencies and has a potency level that is on par with hydrocarbon-based extraction (60% - 90% +). Rosin can also often be extremely terpene-rich and aromatic if high quality material is being pressed.
- Different materials, strains, growing media, and other factors contribute to the yield and quality of your rosin. We encourage ample experimentation with your material to dial in the perfect settings with your PurePressure rosin press to get the best results possible!

## Consistencies & Textures



Lower temperatures tend to produce budders and batters, where higher temperatures can often produce a shatter or oil-like consistency. Depending on your material, rosin can be made into sugar, wax, shatter sauce, budder, and more!

## Live Rosin



Live rosin is made by washing fresh frozen cannabis into bubble hash and then pressing it into rosin. For optimal results, use a freeze dryer to dry your hash in order to get the best color and terpene profile.

## 3.1 Tips & Tricks

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### Top Rosin Tips

1. For the best, lightest color possible, use extremely fresh dried material.
2. Always make sure your flower is properly cured. Flowers should be between 55% - 62% RH in the jar for optimal yields with flower rosin.
3. Quality in = quality out. Use the best material available for stellar results.
4. Typically higher temperatures will increase yield and decrease terpene preservation. Lower temperatures will ensure the highest level of terpene preservation but tend to decrease yields. Press accordingly!
5. For optimal terpene preservation, do not press rosin above 220 °F unless you know what you are doing.
6. Making rosin is easy. Stick with it and keep experimenting with your variables until you get it just right for your material.

### Tricks to Help You Press Amazing Rosin

1. Making great rosin always starts in the garden. Certain strains will over perform, and others will underperform, so always go into the process with quality in mind.
2. Press within a few weeks after harvesting, if possible. Older material tends to underperform both with yield and clarity. As your material ages, it oxidizes and chemical changes occur within the cannabinoids themselves, making it both less potent and less terpene-rich.
3. Store your rosin in an airtight container within a cooled environment (such as a refrigerator or freezer) to preserve terpenes and texture.
4. Experiment with different starting materials. If you normally press flower, try your hand at making bubble hash or tumbling some kief. The possibilities with rosin are endless - fresh frozen live rosin, rosin sauce, solvent-less THCA separation, and more can be made with a PurePressure rosin press.

## 3.2 Choosing Your Material

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### Starting Material and Filter Type

1. First and foremost, you will need to choose what kind of starting material you intend to press into rosin. The most common materials used in this process are freshly dried cannabis flowers, kief (or dry sift), or ice water bubble hash. We do not recommend pressing trim as-is because of the amount of inert plant material your oil must travel through to escape the bag. You will achieve greater yields and a better product sifting your trim first.
2. Next, you'll need to select the micron filter size you wish to use. A larger micron number corresponds to larger pore openings in the mesh fabric. We typically recommend 25 $\mu$ m or 36 $\mu$ m for dry sift and hash, and 115 $\mu$ m for flower and shake.

#### Bubble Hash



#### Dry Sift / Kief



#### Flower



#### Micron Usages

25 $\mu$ m/36 $\mu$ m/72 $\mu$ m

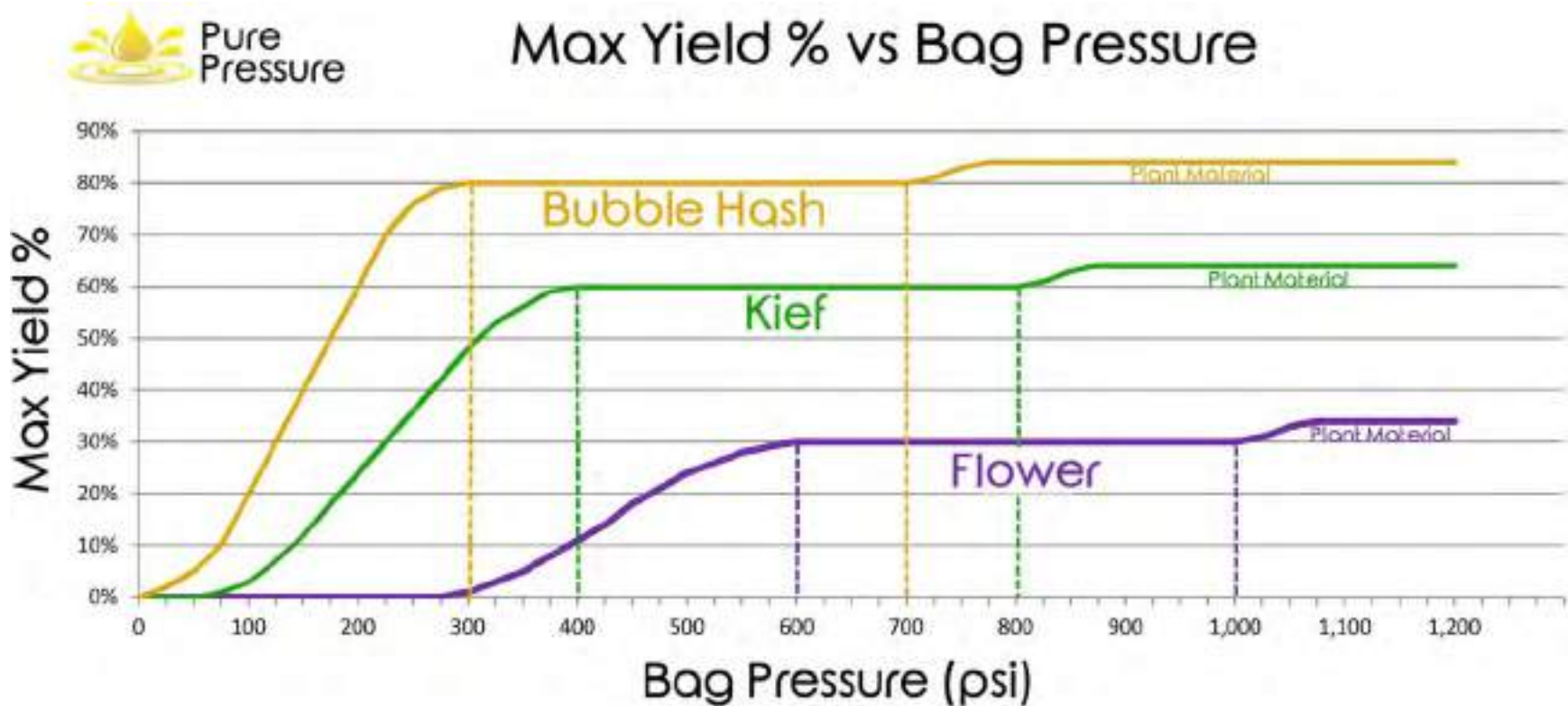
Ideal for bubble hash, dry sift

90 $\mu$ m/115 $\mu$ m

Ideal for flower, shake

### 3.3 Yield & Material Types

**Note:** Some strains tend to yield very well, whereas others may not. Try not to get discouraged if your yields aren't what you expected on your first press. Heavily resinous, terpene-rich strains will always yield the highest quality rosin!




**PSI:** The PSI on the X axis refers to the pressure at your bag, not the compressed air pressure that is available from your air compressor.

While the Pikes Peak V2 and Longs Peak can automatically calculate bag pressure, the formula is as follows:  
(Pressing Force / Bag Area (sq inches)) = PSI at the Bag

**Example:**  
(9,000 LBF) / (12 square inch bag) = 750 PSI at the bag

# 3.4 Filter Bag Preparation

Visit our YouTube channel for helpful how-to videos!

 @GoPurePressure  
[YouTube.com/c/GoPurePressure](https://www.youtube.com/c/GoPurePressure)

## Properly Filling Your Rosin Filter Bag

1. Turn your PurePressure rosin filter bag inside out using the Quick Flip tool. **(Figures 1-3A)**
2. Using the provided filling funnel, fill the bag with your material, making sure it is evenly distributed in the bag and that there is at least ¼” left at the end of your bag to fold over. **(Figures 1-2B)**
3. Fold over the remaining, unfilled portion of your rosin filter bag and insert the bag, folded-side down, into chamber of your pre-press mold. Replace the top of the pre-press mold and push down with hand pressure, or use an arbor press (1 ton max). **(Figure 1C)**
4. Flip your pre-press mold over, remove the top facing plate, and press down on the middle chamber to release your prepared rosin filter bag.

Figure 1A



Figure 2A



Figure 3A



Figure 1B



Figure 2B



Figure 1C



See [page 32](#) in this manual for maximum recommended filling capacities and other helpful tips for your process.

## 4. Pressware Controls

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PurePressure's Pressware has been designed and engineered specifically for solventless cannabinoid oil extraction.

### The Pressware Interface Allows for Total Control

Heat, press time, pressure stages for repeatable results, and more are all custom controlled by the most consistent results in the market. With individually customizable pressure stages and ultra accurate temperature control, you can ensure that your results are always consistent.

In the settings menu, you can also modify the interface units individually to be metric or imperial.

Depending on which pressure control unit you've purchased, there will be different options available for the manual Dual Pressure versus the Automated Pressure presses. You can upgrade your press to the Automated version at any time by [www.purepressure.com](http://www.purepressure.com) and purchasing the upgrade kit.

In the following sections we will cover exactly how to use your Pressware controls and how you can get the most out of your PurePressure rosin press.



Save Up to 29 Recipes



Touchscreen LCD Tech



# 4.1 Home Screen

The Home Screen appears after startup from this screen you can manage heater settings, view active pressure values, view a loaded recipe and navigate to a variety of menu options. You cannot press while on the Home Screen.

### 1: Heaters 1 and 2

Tap to turn your upper and lower heaters on and off.

### 2: Quick Press

Start pressing immediately with your current settings. You can also save your Quick Press settings in order to build a new recipe from the Last Run Data tab.

### 3: Run Recipe

Load and use an existing pre-made or custom recipe.

### 4: Last Run Data

View the data from your last pressing operation. This includes heat, time, pressure, and pressure stages.

### 5: Temperature Settings

Tap to set and change your temperature on your top and bottom plates; red indicates the plate surfaces are hot enough to burn you.

### 6: Loaded Recipe

If you're running a recipe, it will display which one you are using here.

### 7: Home Button

Return to the home screen at any time.

### 8: Force Toggle Button

1) Tap to view your total available force, compressed air PSI, and pressure at the bag (if set).  
2) You may also adjust your pressure digitally with the Automated Pressure system here as well.

### 9: System Settings

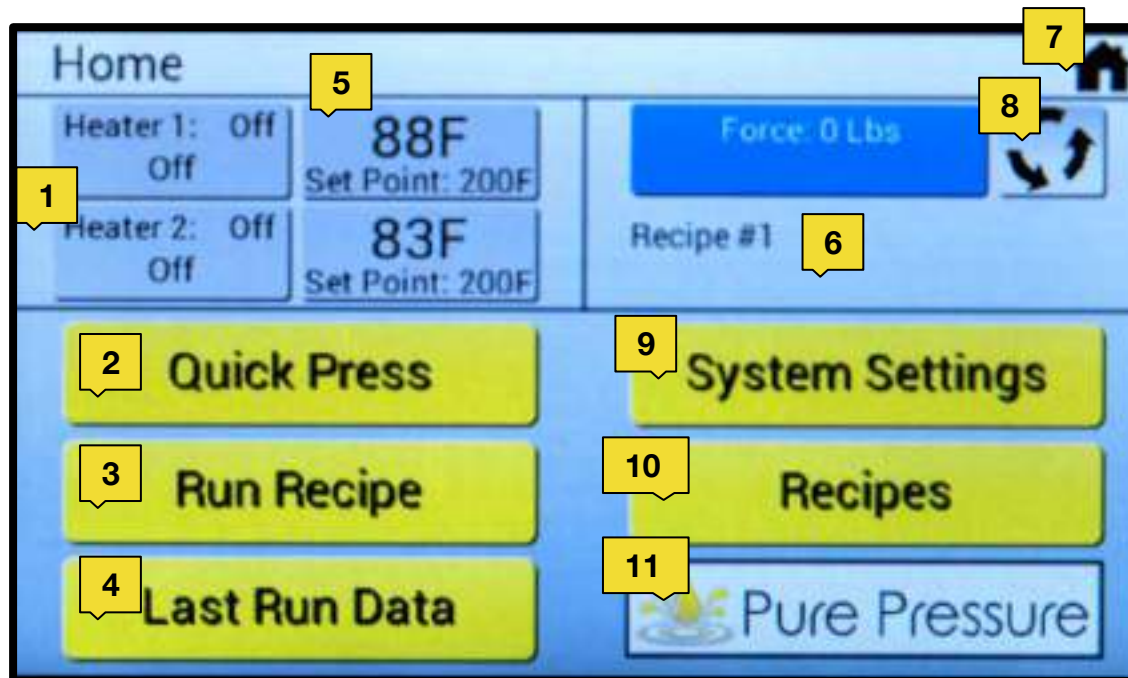
Review and adjust your values for Imperial or Metric as well as your desired buzzer sound level and adjust operating voltages.

### 10: Recipes

View, save, edit, and load all of your pre-saved recipes - you may have up to 30 saved at one time.

### 11: Contact Info

Return to the home screen at any time.





## 4.2 System Settings

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**Note:** Adjusting the temperature or pressure units will require you to convert these values manually in any saved recipes.

You can adjust your System Settings at any time. This will allow you to change a few key things, including whether your press displays numbers in Imperial or Metric, as well as how loud you want the beeping indicator to be (you can also silence it) to alert you during cycle pressure changes.

### 1: Force

Displays in either LB or KG.

### 2: Temperature

Displays in either Fahrenheit or Celsius.

### 3: Compressor

Max air pressure setting. Not available on Dual Pressure systems.



### 4: Input Volts

Displays 120 or 240 depending on your system's capabilities. If this option is not available, your press is only capable of operating on 120 VAC.

### 5: Buzzer

Noise settings available are high, medium, low, and silent or off.

### 6: Statistics

This tab offers detailed information about your press, usage stats, and error codes for debugging if necessary.

### 7: Save

Saves your settings.

### 8: Cancel

Exits the menu without saving any changes.

## 4.3 Workflow Overview

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### One-off Press

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Quick Press

### Creating a Recipe

---

Quick Press

Last Run  
Data

Edit Recipe

Run Recipe

### Pressing a Known Material

---

Recipe / Run  
Recipe  
Select

Run Recipe

Repeat  
Recipe

Repeat  
Recipe

## 4.4 Quick Press

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**Note:** When using the Automated Pressure system, whenever you use the force increase or decrease buttons, the Air Pressure toggle will turn yellow and wait two seconds to accept the value before executing the command.

**Quick Press is one of Pressware's most powerful features because it allows you to save your parameters into a recipe for later use!** Set your temperature and starting pressure, and then begin pressing using two yellow start buttons. Hold for 5 seconds to fully initiate the press.

- Using the Quick Press menu is the easiest way to start pressing and figure out how to run a good recipe for your material. It will enable you to store up to 6 pressure stages and the time you spent on each.
- When using the Automated Pressure system, your pressure stages will be logged automatically as you change pressure.
- When using the Dual Pressure system, simply hit "Next Stage" to record your maximum force and initiate the next stage.
- Once you get the perfect press from your material, you can then view your Last Run Data and save all of your settings into a stored recipe!

**Note:** Your notification bar will display your current stage, any notifications, errors, and so on.

The screenshot shows the Pressware Quick Press interface. At the top, a notification bar displays "Pressing - Stage 4...". Below this, the interface is divided into several sections: Heater 1 and Heater 2 status (both Off), current temperatures (113F and 112F), and set points (both 120F). The Air Pressure is shown as 55 PSI. A table displays the current stage's parameters:

| Stage#   | 1     | 2     | 3     | 4     | 5     | 6     | Max   |
|----------|-------|-------|-------|-------|-------|-------|-------|
| Time     | 00:11 | 00:04 | 00:09 | 00:01 | 00:00 | 00:00 | 00:25 |
| Pressure | 14    | 25    | 50    | 55    | 0     | 0     | 50    |

At the bottom, there are control buttons: -1psi, +1psi, -10psi, +10psi, Max psi, and Stop Press. A red box highlights the notification bar and the stage table. An arrow points from the note above to the notification bar, and another arrow points from the note below to the +10psi button.

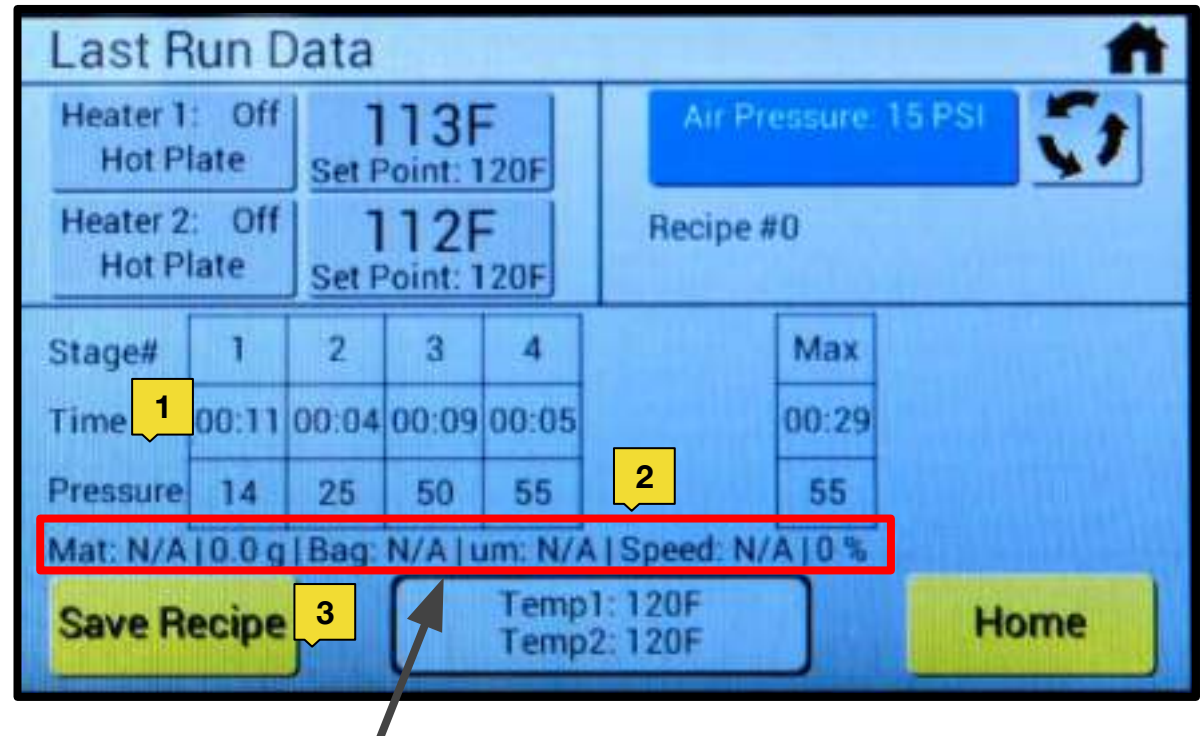
**Note:** For each pressure stage, the total time spent and maximum pressure achieved is what will be recorded. On the Dual Pressure system, you will need to manually hit "Next Stage" to record the next stage.

## 4.5 Last Run Data

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Once you've pressed, the Last Run Data menu will tell you exactly what you did and how you did it. You can save this information directly into a new recipe, or just look to see what you want to change for your next press.

1. The press records your set temperature, total press time, pressure, and pressure stages from your most recent press cycle.
2. The Last Run Data menu is the most accurate way to dial in your settings by learning what you did and then adjusting from there.
3. Easily save your Last Run Data settings directly into a new Recipe, where you can make changes or re-use those settings at will.



**Note:** These inputs are dependent on the user and are not automatically captured by the press when saved into a recipe if you are running a Quick Press, or will display if you are viewing Last Run Data from running a pre-existing recipe.

## 4.6 Edit Recipe

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**With Recipes, you can save every variable and then your press will run those settings at the push of a button.**

- You can store up to 29 recipes to be repeated and used later.
- These menu options enable you to run our pre-loaded recipes, which cover most materials and bag sizes for instant results.
- Recipes can be created either manually with these menu options, or from a Last Run Data set.
- Selecting a bag size will allow the press to automatically calculate the exact pressure at your bag.
- Recipes will automatically control your temperature and press time. The Automated System also saves and executes pre-set pressure ramping.
- Material, weight, bag micron type, actuation speed, and humidity are all for reference purposes.

The screenshot shows the 'Edit Recipe' interface with the following settings:

| Parameter  | Value               |
|------------|---------------------|
| Material   | Kief                |
| Weight (g) | 20.0                |
| Bag Size   | 2"x9"               |
| Micron     | 72 um               |
| Speed      | Slow                |
| Humidity   | 50 %                |
| Stage#     | 1, 2, 3             |
| Time       | 00:34, 00:26, 00:18 |
| Pressure   | 50, 70, 72          |
| Heater1    | 200                 |
| Heater2    | 200                 |

Max Pressure: 72, Total Time: 01:18

Buttons: Name, Save, Save&Run, Delete, Cancel

## 4.6.1 Edit Recipe Cont.

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**The Automated Pressure system enables you to set your pressure stages and their times to execute automatically.** The Dual Pressure system allows you to set the same stages and times, but as a guide to follow.

### 6: Weight

Set the weight of your material to have a repeatable bag fill and make yield calculations easier.

### 7: Bag Size

Set your bag size in order for the press to calculate pressure accurately.

### 8: Micron

Choose the ideal filter micron for your material.

### 9: Speed

Choose Fast, Medium, or Slow as a reference for your plate actuation speed, which is controlled manually with the speed dial.

### 1: Material

Flower, dry sift, or hash.

### 2: Stages 1 - 6

Air pressure and pressing time are set here, with up to six stages possible. Select the number of stages with the Stages box.

### 3: Name

Enter a reference name for your recipe. We recommend entering the strain as the recipe (and be sure to select the material type).

### 4: Save

Save your recipe as-is.

### 5: Save&Run

Saves and brings you to the Run Recipe screen to be used immediately.

The screenshot shows the 'Edit Recipe' interface. At the top, it says 'Edit Recipe' and 'Enter Name and add'l info...'. Below this, there are fields for 'Recipe Id: 24' and 'Name:'. The main area contains a table with columns for 'Material', 'Weight (g)', 'Bag Size', 'Micron', 'Speed', and 'Humidity'. There are also columns for 'Stage#' (1-6), 'Time', and 'Pressure'. At the bottom, there are buttons for 'Name', 'Save', 'Save&Run', 'Delete', and 'Cancel'. Numbered callouts 1-13 point to these elements: 1 (Material), 2 (Stage#), 3 (Name), 4 (Save), 5 (Save&Run), 6 (Weight), 7 (Bag Size), 8 (Micron), 9 (Speed), 10 (Humidity), 11 (Heater1), 12 (Cancel), and 13 (Delete).

| Material | Weight (g) | Bag Size | Micron | Speed | Humidity |       |         |
|----------|------------|----------|--------|-------|----------|-------|---------|
| NA       | 0.0        | NA       | NA     | NA    | 0%       |       |         |
| Stage#   | 1          | 2        | 3      | 4     | 5        | 6     | Heater1 |
| Time     | 00:00      | 00:00    | 00:00  | 00:00 | 00:00    | 00:00 | Heater2 |
| Pressure | 0          | 0        | 0      | 0     | 0        | 0     |         |

Max Pressure: 0, Total Time: 00:00

Buttons: Name, Save, Save&Run, Delete, Cancel

### 10: Humidity

Set the relative humidity value of your material, if desired.

### 11: Heater 1 and 2

Set the top and bottom plate temperatures for your recipe.

### 12: Cancel

Exit the Edit Recipe menu and discard any changes you have made.

### 13: Delete

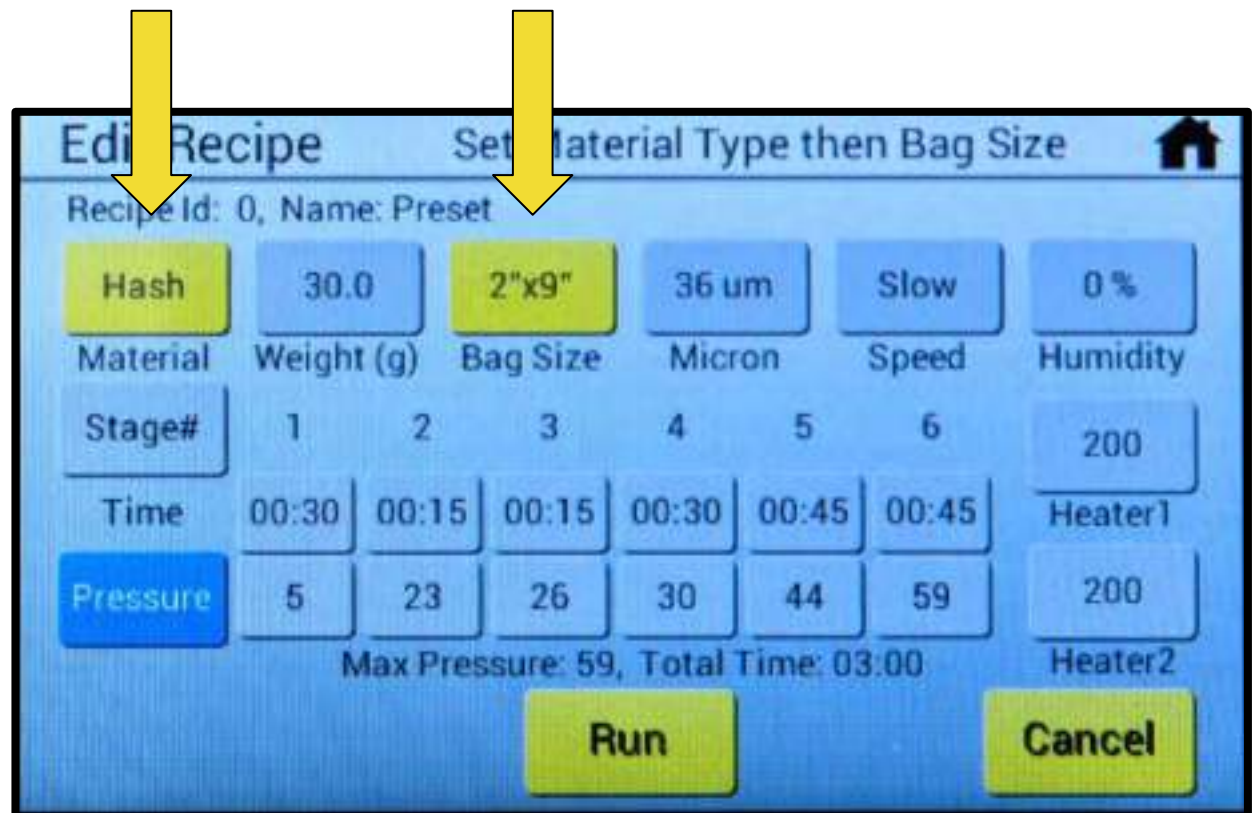
Erases and deletes your recipe permanently. Your settings will not be recoverable after deletion.

## 4.7 Preset Recipes

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**With the Automated Pressure Control interface, you can select a material type and a bag size - the system will populate an automatic recipe that will do the rest.**

- Tap the “Material” button to select what you are planning to press. The available options are Flower, Kief, and Hash.
- Then, hit the “Bag Size” button to select which sized bag you intend to use.
- Once these two selections have been made, your press will automatically load an appropriate recipe that you can simply run.
- Once you run these recipes, you can then modify time, temperature, pressure, and so on to easily make your own special recipes with your material, via Last Run Data.



## 4.8 Recipes (List)

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**From the Recipes screen, all of your saved recipes are stored and catalogued.**

- Each page displays 5 recipes, including their name, material, weight, bag size, and micron type (if set).
- To access a specific recipe, simply tap the name to enter the “Edit Recipes” screen.
- There are a maximum of 29 total open recipe slots on both pressure systems.
- Any recipe that has been created and stored is available in this menu subset. Hit “Page Down” to scroll through all stored recipes.
- You can also return to the home screen from the “Recipes” list by hitting “Home”.



| # | Name          | Material | Weight | Bag Size | Micron |
|---|---------------|----------|--------|----------|--------|
| 0 | Preset        | Hash     | 60.0 g | 2.5"x9"  | 36 um  |
| 1 | BLACKDOG      | Flower   | 12.0 g | 2"x3"    | 36 um  |
| 2 | BUBBA         | NA       | 0.0 g  | NA       | NA     |
| 3 | BLACKDOG KIEF | Kief     | 31.0 g | 2.5"x9"  | 36 um  |
| 4 | DAVE          | Flower   | 15.0 g | 2"x6"    | 115 um |



## 4.9 Run Recipe

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**From the Run Recipes screen, you can automatically load any saved recipe to be used immediately.** There are two ways to run a recipe. First, you can load a recipe from the “Run Recipe” off of the home screen, or you can select the recipe you wish to use from the “Saved Recipes” list.

- By hitting the “Load Recipe” button underneath the “Air Pressure” toggle, you will be taken to the “Saved Recipes” list to choose the recipe you wish to run.
- From there, it will take you directly to the “Recipe” settings menu of your choice.
- Simply hit “Save&Run” at the bottom to load your recipe and begin using it.
- Ensure that your temperatures have stabilized and your input pressure from your air regulators is accurate before initiating your press. This helps ensure your recipe is executed correctly.



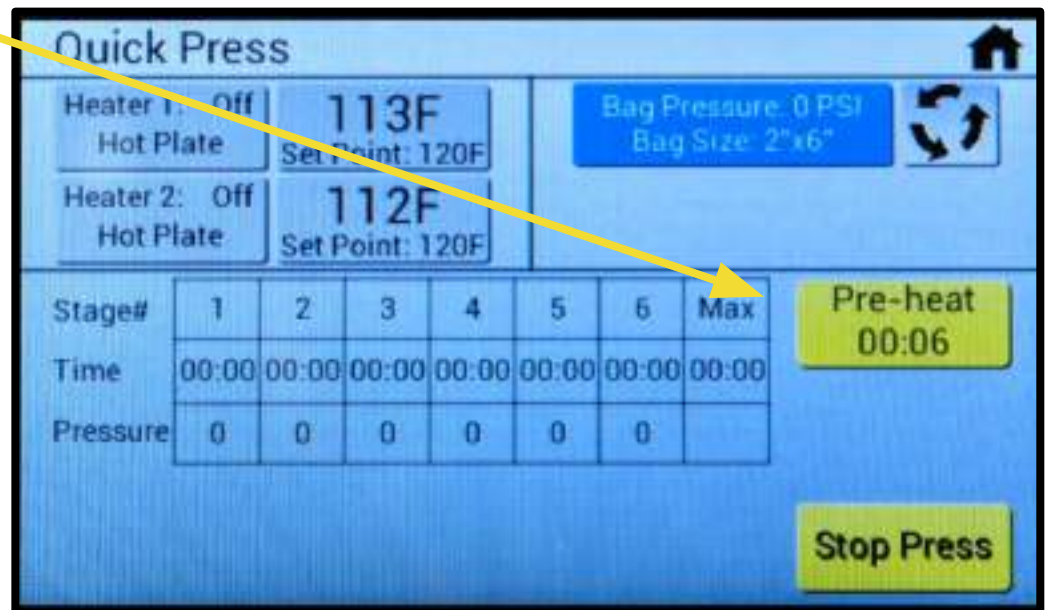
## 4.10 Pre-heat

33

**Note:** Your press will need at least 5 PSI to descend the plates but when stopped will not apply any force.

**The Pre-heat function is available only for Automated Pressure Control systems and enables you to warm up your bag while applying zero force.** This feature is especially helpful when pressing high quality ice water hash and sift, but is also useful for pressing flower too.

- Once you press the Pre-heat button it will highlight yellow, indicating it is enabled.
- Next, press your two start buttons, which will enable a slow descension of your plates.
- Simply release the two start buttons once your plates have made contact with your bag.
- Finally, once you are ready to apply force, tap the Pre-heat button once more (it will return to a grey color) and hold the two start buttons for 5 more seconds as you normally would to start your press cycle.



## 4.11 Software Updates

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**With PurePressure's Pressware Connect software, you can always stay up to date with the latest version of our firmware.**

1. Using a T15 or T10 (depending on unit) torx screwdriver [star bit], remove the 11 screws and the top panel from your rosin press. **(Figure 1A)**
2. Set your screws and panel aside, and then locate the USB-B port on top of your electrical panel. **(Figure 2A)**
3. Using a USB-A to USB-B cable (also known as a standard printer cable), plug your press into a Windows or Mac computer and run the Pressware Connect application.
4. Whenever firmware updates are released, we will automatically email you the file that you need.
5. Next, visit [Downloads](https://gopurepressure.com/pages/downloads) (<https://gopurepressure.com/pages/downloads>) to download the appropriate files you will need. Make sure to select either the correct Windows or Mac file version depending on your computer.
6. Once downloaded, unzip and open the files contained within the firmware update folder. There will be step-by-step instructions included that are specific for either operating system to update your firmware to the latest version.

*Figure 1A*



*Figure 2A*



## 5. Press Operation

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**Loading and operating your PurePressure rosin press is simple and intuitive.**

In the following sections, we will cover how to best operate your press.

### Basic Steps to Start Pressing

1. Turn your press on.
2. Set your desired temperature(s) and then turn on your top and bottom heaters.
3. Set your pressure with the air regulators.
4. Load your parchment into the front and rear parchment clips, and then your bag between the parchment.
5. Hit the two yellow buttons and start pressing!



## 5.1 Loading the Press

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**Note:** We recommend using high quality nitrile gloves whenever you are working with rosin.

First, prepare your work area by having your pre-filled filter bags and parchment paper ready to go.

**WARNING: be mindful of your heated press plates!**

**Step 1:** Fold a 12" x 20" PurePressure sheet of parchment paper in half

- For vertical pressing, insert the folded end into the rear parchment clip.
- For horizontal pressing, insert the folded end into the front parchment clip.

**Step 2:** Tuck the unfilled end of your rosin bag underneath itself and then carefully insert and center your rosin filter bag on top of the lower bottom heat plate. (**Figure 1A**)

**Step 3:** Lastly, cover the rosin filter bag with the top parchment fold, re-center the bag, and while using tension on the parchment, insert the open parchment end into the parchment clip. (**Figure 2A**)

- For horizontal pressing, use tension on the parchment to close it properly so that your bag does not slip down beyond the edge of the heat plates.

Figure 1A



Figure 2A



## 5.2 Automated Pressure Control

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Check out this video for simple, visual instructions.

 @GoPurePressure  
<http://bit.ly/DualPressureVid>

### How to Use the Automated Pressure System

#### Step 1: Ensure Your Air Pressure is Set to Maximum

Your press automatically comes set to the maximum recommended PSI, but using the Air Regulator cap you can adjust it up or down if necessary.

#### Recommended Regulator Settings

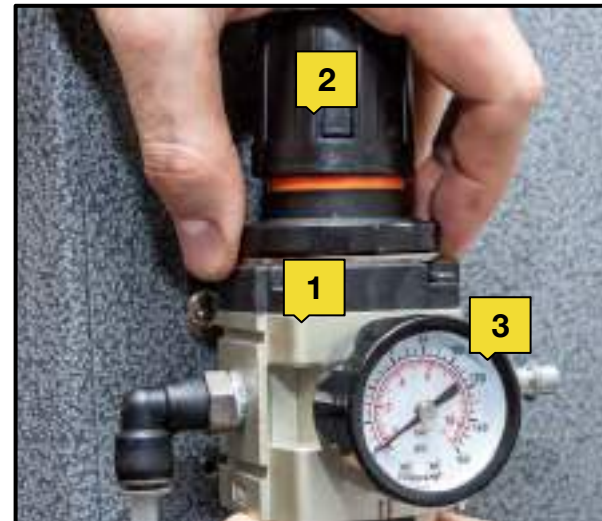
Pikes Peak: 120 PSI (set to maximum)  
Longs Peak: 140 PSI (set to maximum)

#### Step 2: Adjusting Your Pressure

You can adjust the pressure either in the [Quick Press](#) menu (described on slide 26) while pressing, or with the Air Pressure toggle screen, which is shown here (**Figure 4**). You can set your force either in PSI or LBS, depending on your preference. Simply use the three arrow button next to the Air Pressure menu option to toggle your force selection.

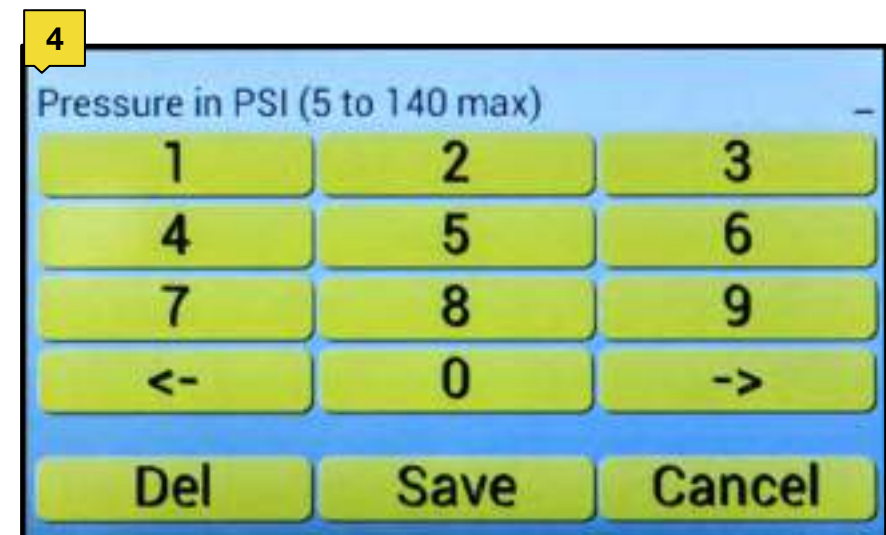
Simply put in the pressure you wish you achieve and the system will do the rest. When you are doing a Quick Press, your Automated Pressure system will automatically record each pressure increase up to 6 stages so you can save that into a new recipe, which will increase in pressure just as you did.

**Note:** We recommend doing a few dry runs using the Automated Pressure system to get a hang of it before you do your first press.



#### Components:

1. Air Regulator
2. Twist Cap
3. Pressure Gauge



# 5.3 Dual Pressure Control

Check out this video for simple, visual instructions.

 @GoPurePressure  
<http://bit.ly/DualPressureVid>

## How to Use the Dual Pressure System

### Step 1: Set Regulator Pressures

To adjust pressure, pull up on the air regulator caps so that the orange band is showing. Turn clockwise [right] to increase pressure, and counterclockwise [left] to decrease pressure.

**Note:** When decreasing pressure, it is important to go well below the set point and then increase pressure to your desired set point. If this is not performed as described, the pressure will drop as soon as air begins to flow through the regulator. You may then increase the pressure to your set point and it will stay steady.

### Recommended Regulator Settings

Pikes Peak **A:** 5 PSI, **B:** 120 PSI

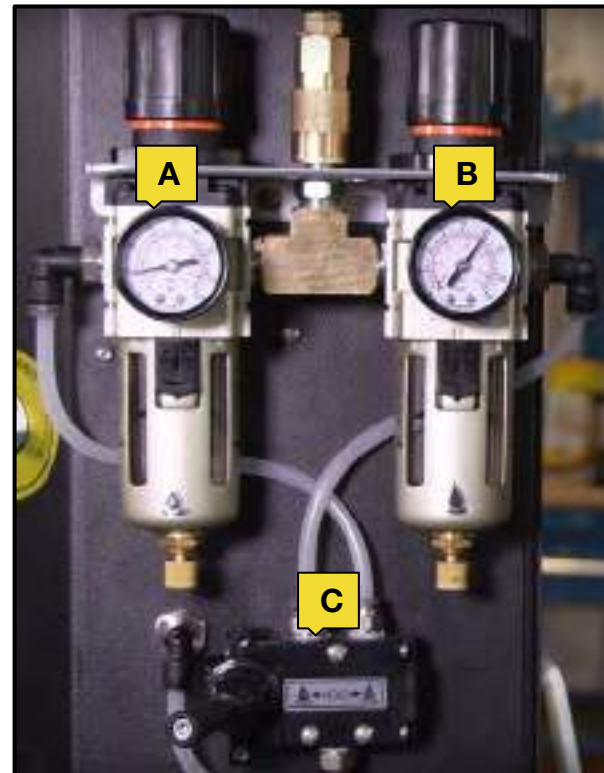
Longs Peak **A:** 5 PSI, **B:** 140 PSI

**Note:** you must operate your **A** regulator as the low pressure regulator, and your **B** regulator as the high pressure regulator. If you reverse this, it will cause solenoid/air signal malfunction.

### Step 2: Using the Toggle Switch

The press will draw pressure from whichever regulator the toggle is positioned towards, and will hold pressure (air is trapped in the cylinder and applies a consistent pressing force) in the HOLD position (middle).

To increase pressure slowly, move the toggle to the middle position and then “bump” it to the right for approximately 1-2 seconds, and then return to the HOLD position. Repeat 2-3 times until you achieve the desired maximum pressure.



### Components:

1. **Regulator A**, used for low pressure [left]
2. **Regulator B**, used for high pressure [right]
3. **Pressure Toggle Switch**

**Note:** We recommend doing a few dry runs using the Dual Pressure system to get a hang of it before you do your first press.

## 5.4 Plate Speed Control

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**Note:** Spend some time playing with the speed controller to get a hang of what the press is capable of.

**Controlling the actuation speed of your plates is helpful depending on what material you are pressing.**

To adjust your plate actuation speed, simply turn the dial clockwise [right] to decrease speed or counterclockwise [left] to increase speed.

The plate speed actuation knob acts as a flow controller which throttles the air that is exhausting from the opposite side of the piston in the air cylinder. This opposing air pressure is bled out at a rate controlled by the speed dial. This also means that the initial pressing forces is applied at that speed. This is useful to prevent bag blowouts when pressing kief, dry sift and bubble hash.

### Recommended Usage Speeds

- **Flower:** fast, fully threaded out
- **Kief and Hash:** slow, mostly threaded in



**Note:** If the plate speed controller is set too slow, the plates may not come into contact and may make a hissing sound.



## 5.5 Pressing Material

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**Note:** Check out [Section 3](#) of this manual for top tips, tricks, and ideas to get the most out of your PurePressure rosin press.

### Now it's time to put it together and press!

Once you've filled, packed, and gotten your bag ready to press, set your temperatures on the press. We highly recommend using the preset recipes to begin pressing.

**Step 1:** Make sure your temperature and pressure settings are set.

**Step 2:** Load your bag between the parchment, ensuring it is properly centered. Then, secure both parchment clip ends closed.

**Step 3:** Enter the "Quick Press" menu or load the recipe you intend to use. You cannot operate the press from the "Home" screen.

**Step 4:** Hold the two yellow buttons for 5 seconds to initiate your press. If you release either button before then, the press will automatically retract the heat plates. There will be a countdown on the top.

**Step 5:** Once you see the oil flow slowing considerably or stopping, end your cycle by hitting "Stop Press" or letting the time expire on your pre-set recipe.



## 6. Maintenance & Troubleshooting

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**Your PurePressure rosin press is engineered to go the distance. Make sure to do the following to ensure long term reliability.**

- ★ Use an adequately grounded power outlet or a surge protector.
- ★ Use clean, dry compressed air with your press.
- ★ Use your press indoors in a clean, low-dust room.
- ★ Use denatured alcohol or rubbing alcohol to quickly clean your heat plates when they are at room temperature with power disconnected.
- ★ If oil overflows onto the heater wires, turn the press off, remove the power cable, and carefully clean them with denatured alcohol or rubbing alcohol. Then, use some extra parchment to prevent it from happening in the future. Make sure the entire assembly is fully dry before powering your press back on.



**If you encounter an issue with your press that is not described in the following pages, please contact us at [support@gopurepressure.com](mailto:support@gopurepressure.com)**

## 6.1 Common Issues

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**Problem:** My plates won't fully make contact.

**Solution:** Make sure to turn your plate speed controller counterclockwise a few turns to open it up as it comes threaded all the way in for shipping.

**Problem:** My plates aren't retracting.

**Solution:** Make sure your pressure toggle switch is in the A or B position. If it is in the hold position, it will not be able to draw pressure to retract.

**Problem:** My pressure isn't getting high enough.

**Solution:** Make sure the output pressure of your air compressor is properly set. If your press is not receiving full, adequate pressure, your regulators will not be able to reach full pressure.

**Problem:** My flower isn't yielding well.

**Solution:** Material relative humidity impacts flower considerably - make sure your flower is properly humidified to at least 55% - 62%. We recommend using a humidior or a Boveda pack.

**Problem:** My bags are blowing out.

**Solution:** Make sure that you are starting at the minimum pressure and that your Plate Speed Controller is dialed nearly all the way in (clockwise) so that your plates meet very slowly. Ramp up your pressure even more slowly than you did before and ensure that oil is flowing before you continue to increase pressure.

Additionally, we recommend double bagging your kief and bubble hash until you determine safe pressure stages, and especially if you are pressing very high grade bubble hash. This is best done by having seams on opposite sides, and the folded-end of the first bag inserted downward into the second bag to ensure a fold on both ends as well. We often double bag a 36 micron inside of a 115 micron for the durability the 115 offers, while getting the filtration of the 36 micron.

If you are ever blowing out a bag with flower, it is probably because the bag is significantly over-packed causing a blowout.

## 6.2 Frequently Asked Questions

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### What Micron Filter Bag Should I Use?

We typically recommend 36 $\mu$ m for kief and 115 $\mu$ m for flower or shake to start, but highly suggest experimenting with our 4 different micron types to see where you find your best results.

25 $\mu$ m/36 $\mu$ m/72 $\mu$ m: bubble hash, kief/dry sift  
90 $\mu$ m/115 $\mu$ m: flower, shake

### Do I Need to Use a Filter Bag?

Unless you are pressing just a few well-humidified buds, which you can certainly do without a bag, but otherwise, you will need to.

### At What Temperature Should I Press ?

For flower, most users find their best results between 200 °F and 220 °F. With kief or dry sift, most users find their best results between 190 °F and 220 °F. Finally, bubble hash, most users find their best results between 160 °F and 210 °F.

A higher temperature typically correlates to a higher yield, but it can also mean terpene loss. Similarly, at a lower temperature, quality tends to be higher but yields often decrease.

### What Pressure Should I Use?

For flower, use full pressure at a fast pressing speed. That means 120 PSI for the Pikes Peak and 140 PSI for the Longs Peak.

For kief and bubble hash, begin your press at the minimum pressure (10 PSI) and work up from there.

### How Much Should I Put in a Filter Bag?

Maximum Recommended Fill Amounts

- 2" x 3" Flower (6g) Kief/Bubble Hash (8g)
- 2" x 6" Flower (12g) Kief/Bubble Hash (16g)
- 2" x 9" Flower (18g) Kief/Bubble Hash (35g)
- 2.5" x 9" Flower (35g) Kief/Bubble Hash (70g)

### How Long Should I Press For?

A good rule of thumb is that the smaller your bag is, the less time you will need to press. Here are some general time ranges based on bag size:

- 2" x 3" :45 - 2:00
- 2" x 6" 1:00 - 3:00
- 2" x 9" 1:30 - 4:00
- 2.5" x 9" 2:00 - 5:00

## 6.3 Frequently Asked Questions cont.

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### How Do I Get a Lighter Colored Rosin?

Use the freshest material possible. Freshness of material is critical to achieving clarity - the older it is, the darker it tends to be. The sooner after harvesting and drying the better, ideally within a week or two.

The other key factor involved in clarity is typically temperature. The hotter the temperature, the darker it may turn out, but only to a point. Find a balance between yield and temperature for optimal results.

### What Yields Can I Expect?

Material Yield Ranges

**Flower:** 15% - 30%

-Most commonly 18% - 24% with high quality material

**Kief / Dry Sift:** 30% - 60%

-Most commonly 40% - 50% with high quality material

**Bubble Hash:** 60% - 80%

-Most commonly 65% - 75% with high quality material

These yield ranges may vary and depend largely on the quality and age of your material.

### What Strains Yield the Best?

Highly resinous, trichome-rich, and high potency strains are always going to be your best yielders. These tend to skew more towards indicas and hybrids, but sometimes a sativa will surprise you!

### Can I Press Trim?

We do not recommend pressing just straight trim; you will get much better yields sifting your trim into kief first as opposed to just pressing it as-is.

### What is the Best Starting Material?

It is largely assumed that high quality bubble hash is the best starting material for making rosin. Ultimately, it really comes down to the quality of the starting material above all else. Ultra premium flower will typically create a better rosin than 3 or 4 star bubble hash, however 5 and 6 star bubble hash will make the highest value rosin.

### Should I Use Dry Ice with My Sifter for Rosin?

Using dry ice can lead to higher concentrations of undesired plant matter into your dry sift or kief. We recommend only using a small amount of pelletized dry ice (around the size of a grains of rice), or even better, not using dry ice at all, if possible.

## 6.4 Truss Service Instructions

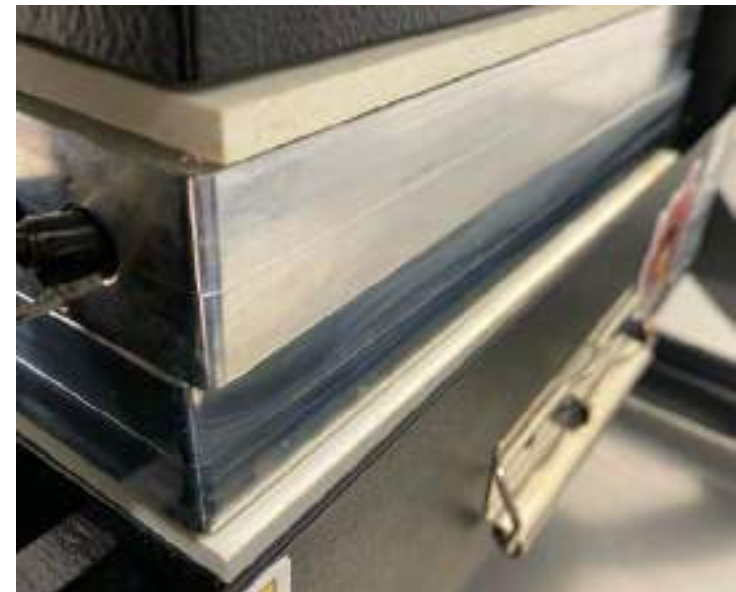
45

### 6.4.1 Accuating Truss Alignment

The upper heat plate in the press is mounted to the actuating truss. The truss is driven by a clevis, which is threaded to the actuating rod of the cylinder. The threaded clevis will sometimes loosen causing the heat plates to misalign. This instance is rare, but there are a number of reasons this can happen during operation including conditions of use, material type or level of press usage. Follow the instructions below to service a misaligned truss.

#### Tools & Supplies:

- 1 1/8" Custom Flat Wrenches (by PurePressure, qty-2)
- T-15 Torx Driver
- Channel Locks
- Flathead Screwdriver
- 1/4" Allen Wrench
- 3/8" Allen Wrench
- Vise-Grip C Clamps w/ Rubber Jaws (qty 2)
  - A towel can also be used as a barrier to prevent damage to the plates when used.
- Small Wire Brush
- Zip Ties
- Denatured Alcohol
- Small Ruler or Tape Measure
- Loctite 243 Threadlocker



Here is an example of a misaligned accuating truss.

## 6.4.1 Actuating Truss Alignment Instructions

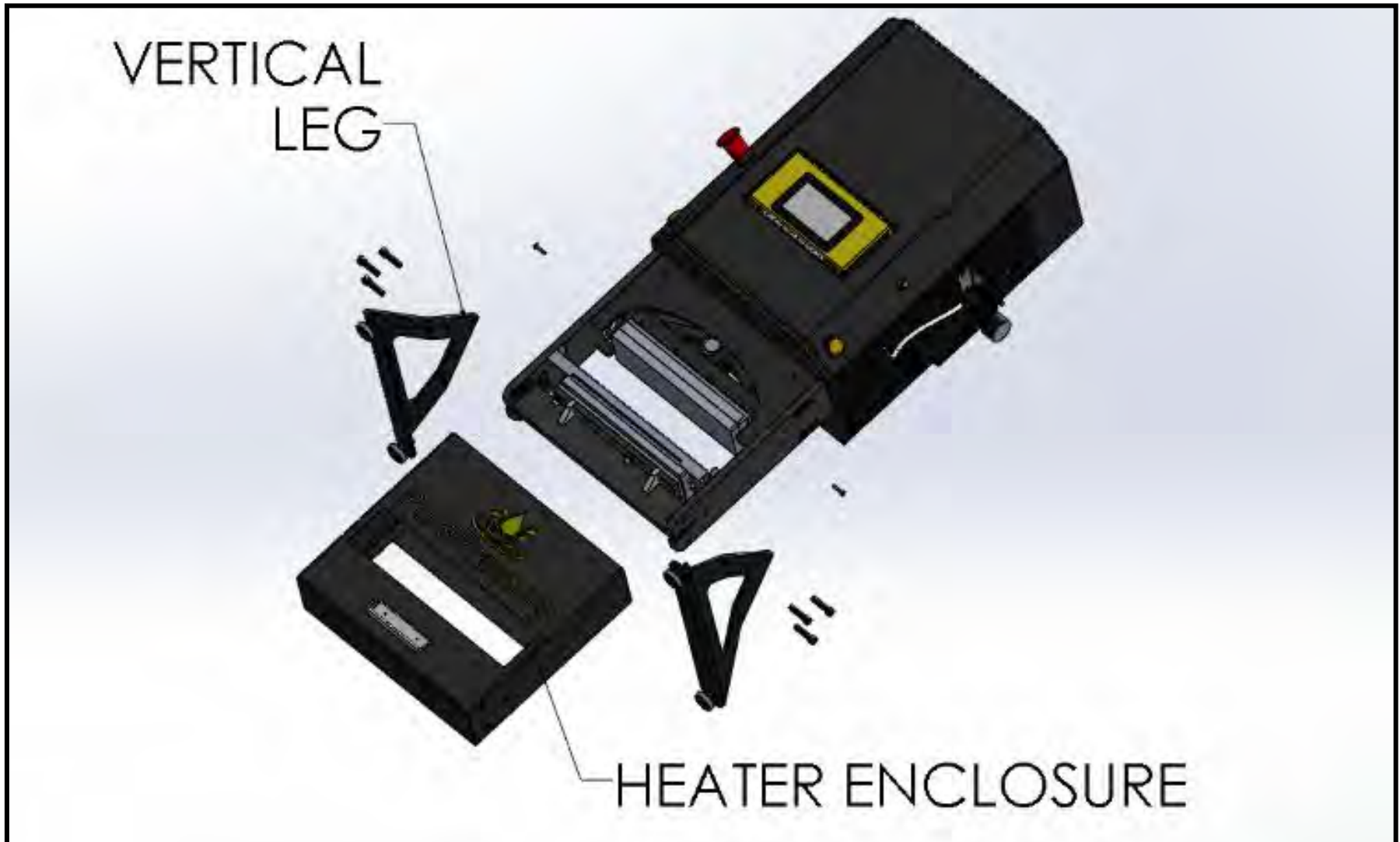
46

1. If the plates are compressed, then turn the press on and supply air to the regulator. This will cause the heat plates to separate.
2. POWER OFF the press and unplug from the power supply.
3. Remove the drip tray if you have one installed. It does not require hardware to remove and should lift right out from around the heaters.
4. Use two people to lay the press down on its back with the Vertical Legs hanging off the table, these legs will be getting removed.
5. Refer to the image on the next page for the following steps. Remove the vertical legs using a 1/4" Allen wrench to remove the hardware holding them on, there are 3 bolts per leg (Qty 6, 5/16-18 x 1-1/4" Bolt).
6. Also remove the smaller bolt on either side of the heater enclosure using a T-15 Torx Driver (Qty 2, #8-32x3/4" Bolt). Now slide off the Heater Enclosure.
7. Install the horizontal position legs. These are the legs that would have been shipped with the press for setting it up in a horizontal orientation.



## 6.4.2 Actuating Truss Alignment Instructions

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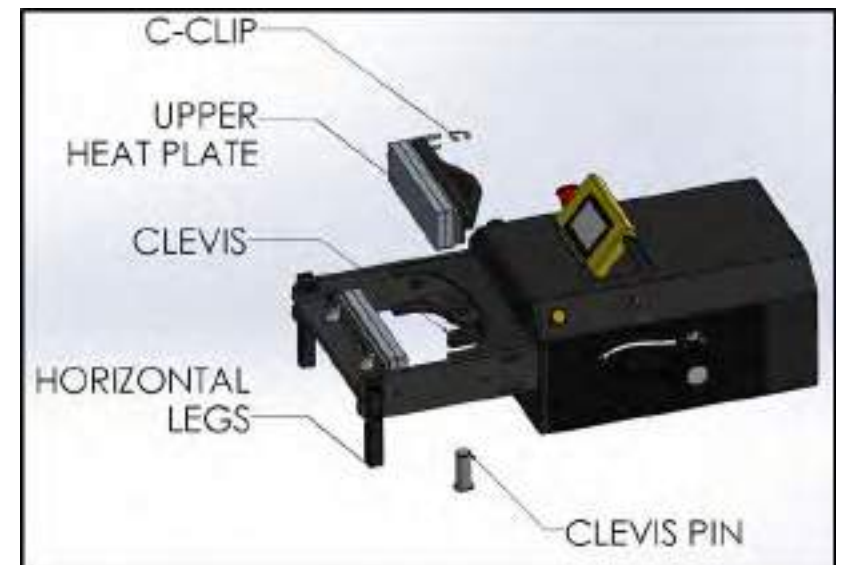
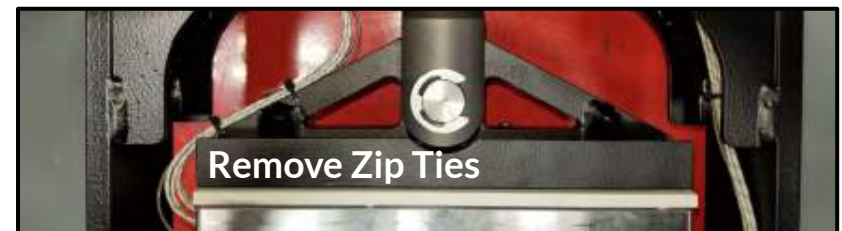




## 6.4.3 Actuating Truss Alignment Instructions

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8. Place a towel over the assembly while doing this next step so you do not lose the c-clip. It will shoot off at the end of the removal. With the upper plate retracted, use a flathead screwdriver to remove the front visible C-Clip from the Clevis Pin. Do this by putting the flat head inside the opening between the C-Clip and Clevis Pin then twist the flat head. The part is meant to flex around the diameter of the shaft groove as it comes off. Only remove the C-Clip in front as shown. Once the c-clip is removed, the clevis pin should be able to fall out. Move the Upper Heat Plate assembly around to release the clevis pin if it does not come out freely.
9. Remove the zip ties shown in the image below. **DO NOT DISASSEMBLE THE UPPER HEAT PLATE ASSEMBLY.** It will still be tethered to the frame because of the heater cable leads.
10. Set the Upper Heat Plate assembly aside on something soft to the left side of the frame without stressing cable leads or scratching the surface of the heat plate.
11. Now we need to extend the Clevis toward the Lower Heat Plate. To do so power on and use the touchscreen, enter Quick Press and Hold the safety start buttons to begin a press. Next disconnect the air supply from your regulator, **POWER OFF** the press and unplug it from the power supply.



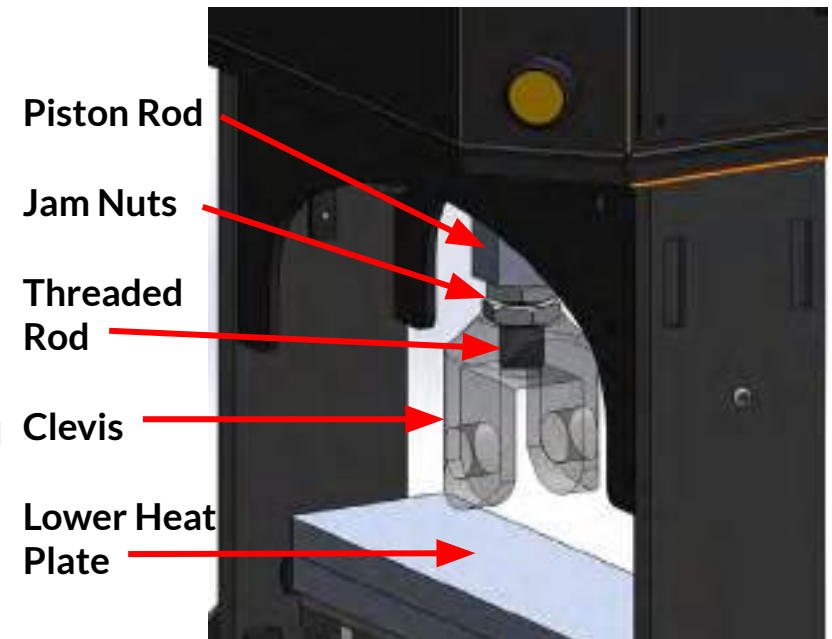
## 6.4.4 Actuating Truss Alignment Instructions

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12. **Identify the Loose Joint(s)** - Begin by trying to loosen the Clevis by hand (turning counter clockwise). You may use channel locks on the Clevis body if needed for removal (do not damage the Clevis pin holes). Once you have removed the clevis, read through all 3 failure scenarios and follow the steps to to fix your press.

- a. **Scenario 1** - Only the Clevis has come loose from the Threaded Rod.
- Fully remove the Clevis and then the 2 Jam Nuts. See step 13 for cleaning instructions.
  - Use ¼" allen wrench to test if the Threaded Rod is fixed inside the Piston Rod. So long as the Threaded Rod is fixed it is okay to proceed to Step 15 after cleaning.
  - If the Threaded Rod is moving freely inside the Piston Rod Proceed to Senario 3.

- b. **Scenario 2** - The Clevis and the Threaded Rod have come loose (with the jam nuts) from the female portion of the Piston Rod. However in this case the Clevis and Threaded Rod are still fixed together.
- With the Threaded Rod fully removed from the Piston Rod you should be left with the Clevis, 2 Jam Nuts and the Threaded Rod all attached as an assembly. Remove the 2 Jam Nuts from the assembly using 1 ⅛" wrenches and/or the channel locks. PurePressure has these available for purchase.
  - Attempt to separate the Clevis and Threaded rod with tools. A ¼ in Allen Socket tool can be used with channel locks on the Clevis body. If they separate proceed to Senario 3.
  - If the Clevis and Threaded Rod are fixed and cannot be separated, see step 13 for cleaning instructions.
  - Proceed with step 14a instructions after cleaning parts.
- c. **Senario 3** - The Clevis and Threaded Rod have broken free from each other and the Piston Rod.
- Fully remove the Threaded Rod from the Piston Rod. Disassemble the Jam Nuts and Clevis from the Threaded Rod. See step 13 for cleaning instructions.
  - Proceed with step 14b instructions after cleaning parts.

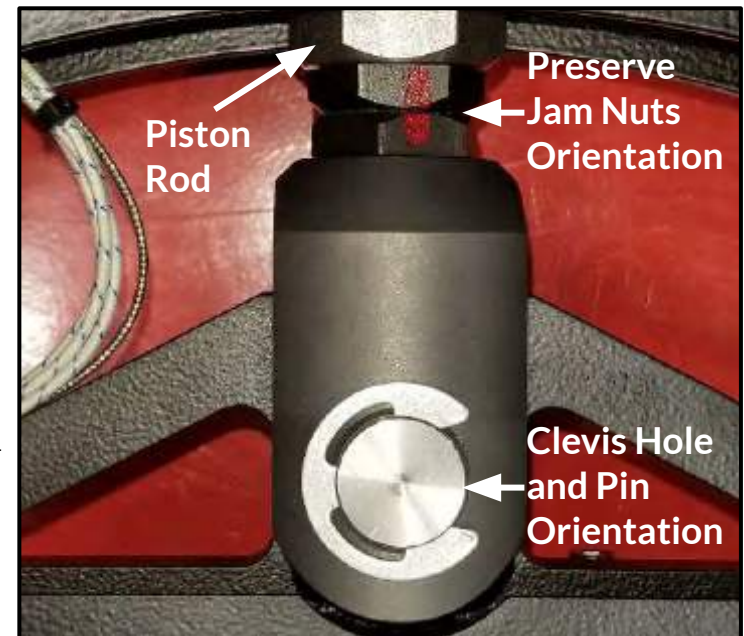
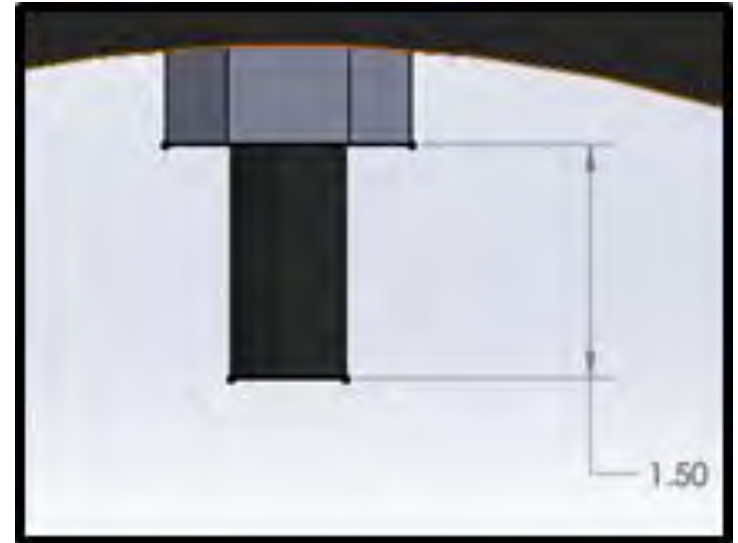


## 6.4.5 Actuating Truss Alignment Instructions

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Note: Full cure time is 24 hours for Loctite 243 before you can operate the machine with heat.

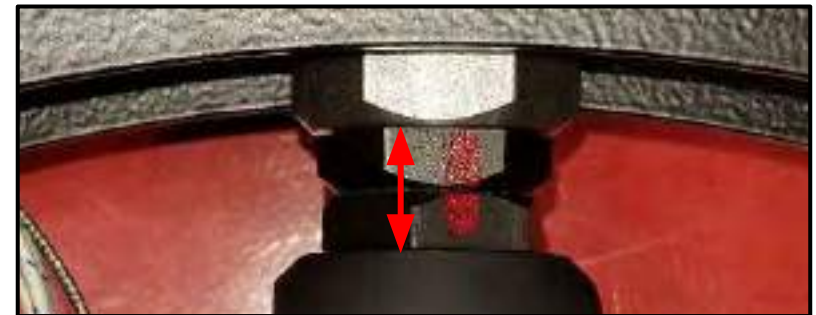
13. **Cleaning and Part Preparation** - Once disassembled, all the hardware components to receive Loctite adhesive should be cleaned well with the wire brush and denatured alcohol. Use compressed air and a rag to remove all particulates from the thread valleys. Most of this will be old Loctite. It is critical to get all that off for a good adhesion with the new Loctite application.
  - a. Assembly Preparation - Steps after applying Loctite are time sensitive. When Loctite is applied to threads, the part should no longer be moved after 5 minutes. It is recommended you have the following tools available to complete the process so the Loctite compound is not compromised during the curing process.
  - b. Tools - 1/4in Allen Wrench, Flat Head Screwdriver, (qty2) 1 1/8in Flat Wrenches, (qty2) C-Clamps or Vise Grips.
  - c. Now is a good time to verify that your Clamps will work before proceeding. Refer to the 3rd image down on the next page.
14. **Threaded Rod Install** - Apply Loctite 243 to the threaded rod before installing. Apply all around the diameter. An excessive amount is not required, but make sure there is enough to fill the valleys of the threads. It is also extremely important to apply loctite to the inside female threads where the threaded rod is to be inserted.
  - a. Install the Jam nuts onto the Threaded Rod using Loctite. Thread both all the way against the Clevis and against one another. Do not torque the jam nuts with tools yet. Next install the Threaded Rod into the Rod Piston. Thread in all the way in until it reaches the jam nut, then back it out to face the Clevis Pin Hole as shown on the right. Continue to Step 15, you have 5 minutes to complete steps 15-20.
  - b. Apply Loctite as stated above when reinstalling each part. Insert the Threaded Rod into the Piston Rod first, and use a ruler to measure a 1.5" stick out. A minimum cure time of 45 minutes is required for the Loctite before proceeding. After waiting, install both Jam Nuts with loctite loosely hand-tighten both nuts against the Piston Rod. Do not torque the jam nuts with tools, proceed to step 15.



## 6.4.1.7 Actuating Truss Alignment Instructions

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15. **Clevis Installation** - Install both Jam Nuts all the way against the Piston Rod first, use Loctite. Apply additional Loctite to the Threaded Rod and Clevis threads. Thread the Clevis onto the cylinder rod until it runs into the second jam nut then back it off until the clevis pin hole alignment faces the front of the machine.
16. **Make sure all hand and tools are clear from the press.** Connect air supply to the machine. This should retract the plates automatically moving them away from the lower (fixed) heat plate.
17. With the cylinder retracted, install the upper heat plate assembly with the clevis pin as it was before. The clevis pin should enter from the bottom so that the c-clip can be installed on top where it is easily accessible. Use a flat head to force the c-clip back onto the clevis pin.
18. On the touchscreen display enter Quick Press and Hold the safety start buttons until a press cycle begins. The heat plates should have contacted one another. Now disconnect the air supply from your regulator and power OFF the machine, the plates should remain compressed.
19. With the heat plates compressed use two Vise-Grip C Clamps with rubber jaws to align your upper and lower heat plate assemblies to one another.
20. Use the custom  $1 \frac{1}{8}$  inch flat wrenches to tighten the jam nuts. The upper jam nut should tighten against the hexagonal Piston Rod. The lower jam nut should tighten against the clevis. Allow the Loctite to cure for 24 hours before continuing to the next steps.




## 6.4.6 Actuating Truss Alignment Instructions

51

21. Now that the Loctite has cured for 24 hours remove the vise-grip c clamps. Connect air to your machine and the plates should immediately retract. **WATCH YOUR FINGERS, EXPOSED PINCH HAZARD WILL BE PRESENT.**
22. Reinstall the 2 zip ties that hold the upper heater cables in place.
23. Install the heater enclosure using the (qty2) smaller #8 bolts with a T-15 Torx driver.
24. Install the vertical legs with the (qty6) vertical leg bolts using a ¼" Allen wrench.
25. Use 2 people to stand the press back upright and begin running a few cycles to verify that the press is operating correctly.





 720-446-9565

 [purepressure.com](http://purepressure.com)

**Sales Inquiries:**

[sales@gopurepressure.com](mailto:sales@gopurepressure.com)

**General Questions:**

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**Technical Support:**

[support@gopurepressure.com](mailto:support@gopurepressure.com)

   @gopurepressure

\_\_\_ **We're always here to help.**

---

User Manual R2.3

Please refer to <http://www.medicinalgenomics.com/product-literature/> for updated protocols and Material Safety Data Sheets (MSDS). Consult MSDS before using any new product.

*PATHOSEEK® is a registered trademark of Medicinal Genomics Corporation and is for laboratory use only.*

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**Introduction**

The PathoSEEK® plant pathogen detection kits use a multiplexing strategy with an internal plant DNA reaction control to ensure accurate detection of plant pathogen for every reaction. Unlike other techniques, this multiplexing strategy verifies the performance of the assay when detecting pathogens, resulting in the minimization of false negatives due to reaction set-up errors or failing experimental conditions.

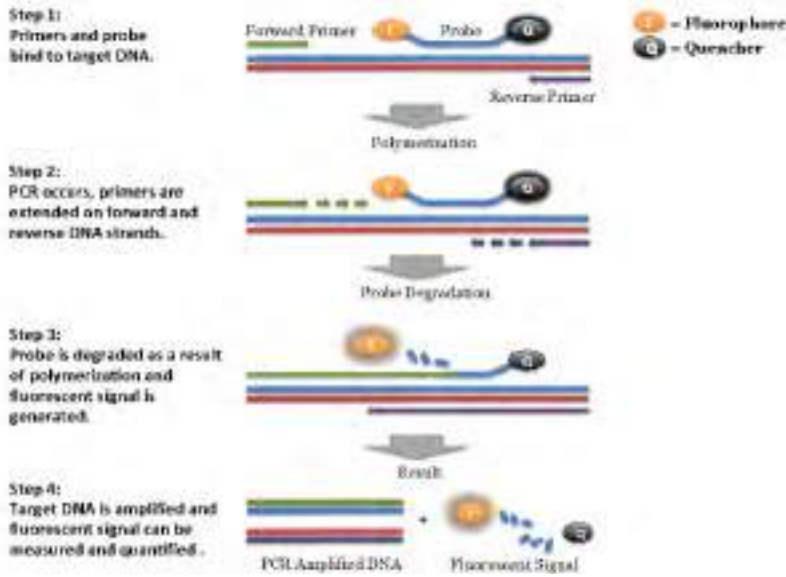
**Plant Pathogen Analysis Quick Table**

| Assay                   | Cq Value | Fluor | Negative Control (Cq)   | Cq threshold     |
|-------------------------|----------|-------|---|------------------|
| Powdery Mildew          | <40      | FAM   | No Value  | Presence/Absence |
| Fusarium oxysporum      | <40      | FAM   | No Value  | Presence/Absence |
| Botrytis                | <40      | FAM   | No Value  | Presence/Absence |
| Russet Mites            | <40      | FAM   | No Value  | Presence/Absence |
| Internal Control*       | <35      | HEX   | *Internal control verifies the presence or absence of plant DNA |                  |
| Assay Positive Controls | <35      | FAM   |   |                  |



## Process Overview

The process for determining the presence of a plant pathogen uses real-time quantitative PCR (qPCR) using a multiplex system of primers to detect both cannabis DNA and the target of interest. Below is a simplified depiction of the qPCR assays.



## Kit Specifications

The Leaf Punch Lysis Solution contains 96 reactions (Medicinal Genomics # 420208)

The qPCR Master Kit contains 200 reactions (Medicinal Genomics # 420200 or 420201). Each PathSEEK® Plant Pathogen Assay Kit contains 200 reactions worth of reagents. Each PathSEEK® Plant Pathogen Positive Control contains 60 reactions worth of reagents.

## Materials:

### Supplied by Medicinal Genomics

Used with all assays:

- Leaf Punch Lysis Solution, store at -15 to -20°C upon arrival (Medicinal Genomics #420208)
- Leaf hole punches (included with Leaf Punch Lysis Buffer)
- qPCR Master Kit, store at -15 to -20°C upon arrival
  - qPCR Master Kit v2, Medicinal Genomics #420200) or
  - qPCR Master Kit v3 (Medicinal Genomics #420201)

For Plant Pathogen testing (store at -15°C to -20°C upon arrival):

- Powdery Mildew Detection Assay (Medicinal Genomics #420115)
- Powdery Mildew Positive Control (Medicinal Genomics #420216)
- Fusarium oxysporum Detection Assay (Medicinal Genomics #420117)
- Fusarium oxysporum Positive Control (Medicinal Genomics #420220)
- Botrytis Detection Assay (Medicinal Genomics #420116)
- Botrytis Positive Control (Medicinal Genomics #420222)
- Russet Mite Detection Assay (Medicinal Genomics #420146)
- Russet Mite Positive Control (Medicinal Genomics #420224)

### Materials Supplied by the User

#### **Consumables & Hardware**

- Agilent AriaMx Real-Time PCR System G8830A Option 010 FAM and HEX (Contact Agilent)
- Agilent HP 650 Notebook PC option 650 (Contact Agilent)
- 96 well optical qPCR plates (Agilent AriaMx 96 well plates, Agilent # 401490, 401491, or 401494 or Fisher Scientific 96-Well Armadillo PCR Plate, Fisher # AB2396)
- Adhesive optical seal for qPCR plates (Agilent adhesive plate seals, Agilent # 401492 or USA Scientific TempPlate® RT Optical Film # 2978-2100) or Agilent Optical Strip Caps #401425.
  - **NOTE: If using adhesive seals instead of strip caps, use Applied Biosystems MicroAmp Optical Film Compression Pad, Fisher Scientific, #43-126-39 to prevent evaporation**
- Multi-channel pipette P50 or P20 (optional)
- Single channel pipette P10, P20 and P200
- Filtered pipette tips for P10, P20, P50, and P200
- Compact PCR Tube Rack (USA Scientific, #2300-9602 or similar)
- 1.5mL tubes (USA Scientific #1415-2600)
- Reservoirs (Fisher Scientific #14-222-398 or similar)
- Crushed ice or cold racks (1.5ul Tube Bench-top Cryogenic Racks, VWR #89004-558 or similar)
- Table top mini plate centrifuge (Fisher Scientific #14-100-143 or similar)
- Dual rotor personal microcentrifuge, (USA Scientific #2641-0016)
- Table top Vortex Genie (Scientific Industries #SI-0236 or Similar)
- Refrigerator, 4°C
- Freezer, -20°C
- Laboratory Gloves, (USA Scientific, # 4904-3300 or similar)
- Permanent Marker (Sharpie)

- Plant Stakes
- Toothpicks for punching out leaf punches (can use pipette tips as well)

**Reagents**

- 10% bleach

## Leaf Sampling:

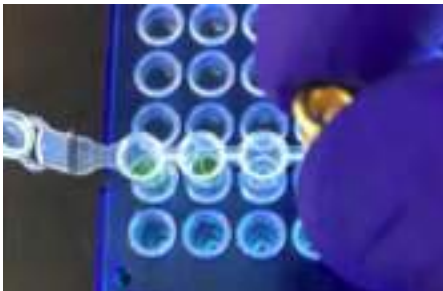
1. Put on a new pair of sterile gloves.
2. Remove necessary number of pre-aliquoted Leaf Punch Lysis Solution strip tubes to PCR tube rack and let thaw.
3. Once thawed quick spin using mini centrifuge with strip tube attachment to bring all contents of solution to the bottom of the tubes.
4. Label the wells of the Leaf Punch Lysis Solution strip tubes being used.
5. Obtain a disposable leaf punch. Press leaf punch down into leaf on sterile surface and rotate to remove a small section.



6. Remove cap from one strip tube and place leaf punch into the top of the strip tube. Discharge leaf punch with toothpick or pipette tip. Use a fresh toothpick or pipette tip for every leaf punch.



7. Close cap of strip tube and discard leaf punch.



8. Repeat steps 5-7 for each sample being tested.
9. Change gloves in between each leaf sampling.
10. Once finished with leaf sampling, run "Leaf\_Lysis" program on Agilent AriaMX Instrument.

## Lysis Reaction Setup:

1. Make sure all of the strip tube caps are firmly snapped into place on each tube.
2. Briefly spin all strip tubes using mini-centrifuge with strip tube attachment to ensure that the Lysis Solution and leaf punch are in the bottom of the wells of the strip tubes. In some cases, the leaf punch may float onto top of the Lysis Solution. This is OK as long as it is in contact with the liquid.
3. Place all of the sealed strip tubes onto the AriaMx.

NOTE: If only loading a few strip tubes, load on far left or right columns as seen below to avoid warping of tubes.



4. Create a new experiment on the Agilent qPCR Instrument called “Leaf\_Lysis”
  - 4.1. Select “Quantitative PCR” from Experiment Types. Under Setup>Plate Setup, select FAM channel collection. There are no fluorescence readings in the lysis step however you have to choose one for the instrument to run the program.





4.2. Click on 'Thermal Profile' to create Leaf\_Lysis method

- If not already pre-programmed, create a program with the following specifications and save as "Leaf\_Lysis"
  - 6 minutes at 65°C
  - 2 minutes at 95°C
  - 10 minutes at 25°C
    - When lysis is complete, place lysed sample at 4C or on ice for 10 minutes to allow to cool before transferring to qPCR reactions.



- 4.3. Close the lid and click "Run".
- 4.4. After approximately 8 minutes when the lysis program is complete, remove the strip tubes from the instrument and briefly spin in mini-centrifuge with strip tube attachment to bring contents of each well to bottom.
- 4.5. If not already, allow the samples to come to room temperature for at least 5 minutes before continuing to qPCR detection assay setup.

## Real-Time Quantitative PCR (qPCR) Protocol

1. Remove qPCR Reagents, Assay Probe Mix tube and positive control from the -20°C freezer.
  - 1.1. qPCR Master Mix and Assay Probe Mix tube – Place qPCR Master Mix on ice. Allow remaining tubes to defrost at room temperature. Once defrosted, immediately place tubes on ice.
2. Before preparing the master mixes, invert or vortex and spin-down the reagents.
  - 2.1. Assay Probe Mix tube – Vortex quickly followed by a pulse spin-down in a micro centrifuge.
  - 2.2. Assay Positive Control tube – Vortex quickly followed by a pulse spin-down in a micro centrifuge.
  - 2.3. qPCR Master Mix – Invert the tube 5 times, followed by a pulse spin-down in a micro centrifuge.
  - 2.4. Reaction Buffer - Vortex quickly followed by a pulse spin-down in a micro centrifuge.
  - 2.5. Water - Vortex quickly followed by a pulse spin-down in a micro centrifuge.
  - 2.6. Return all reagents to the ice.

**Note:** Do not vortex the qPCR Master Mix at any point during the protocol.
3. Make master mix in a 1.5mL tube (the probe mix also contains the internal plant control, SCCG probe mix). Label each tube with [Assay Name] MM. Always prepare enough master mix for 1 or 2 additional reactions over the total number of tests to account for pipetting and dead volumes. Be sure to include three extra reactions for the qPCR positive and negative controls and the leaf lysis negative control. For example, if testing 10 plants, you would need to make enough master mix for 14 or 15 reactions, which would account for 1 or 2 excess.
 

**Note:** It is best to add the largest volume reagent first, in this case H<sub>2</sub>O.

| Reagents                         | 1 Reaction | 24 reactions (plus 1 excess rxn) | 48 reactions (plus 2 excess rxn) |
|----------------------------------|------------|----------------------------------|----------------------------------|
| qPCR Master Mix                  | 3.75µL     | 93.75µL                          | 187.5µL                          |
| Assay Probe Mix (Assay Specific) | 1µL        | 25µL                             | 50µL                             |
| Reaction Buffer                  | 0.8µL      | 20µl                             | 40µl                             |
| Water                            | 8.2        | 205µL                            | 410µL                            |
| Total                            | 13.75µL    | 343.75µL                         | 687.5µL                          |

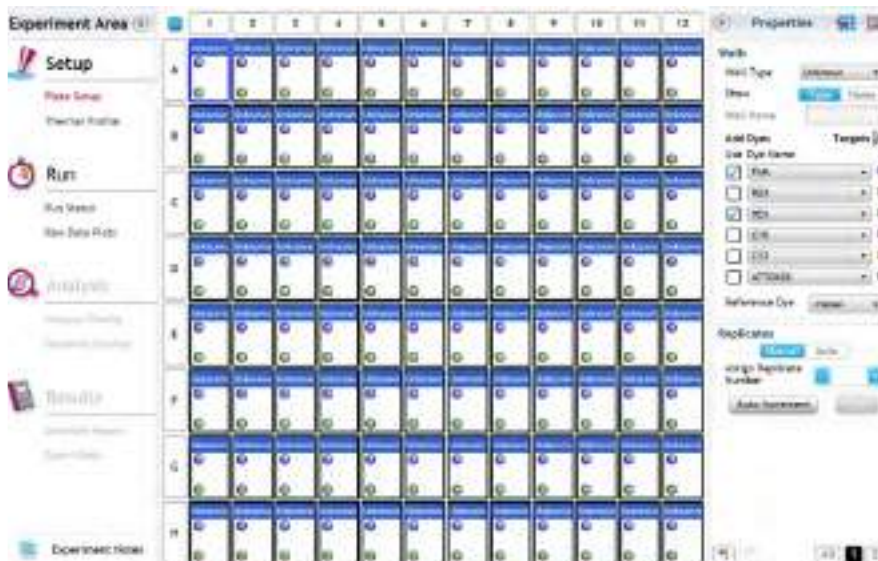
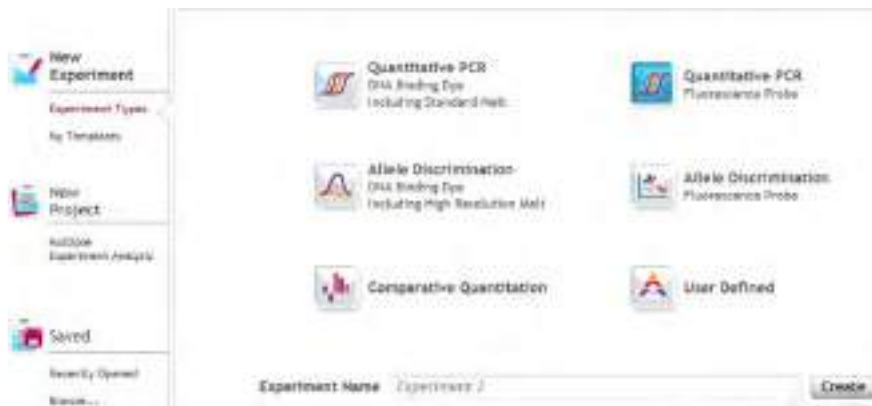
- 3.1. Once combined carefully tip mix or invert the tube 5 times to combine the Assay MM tubes
- 3.2. Pulse spin-down in micro centrifuge.
- 3.3. Place MM tube on ice until used in step 5.
4. For the positive control(s), make a 1:10 dilution of assay positive control being run
  - 4.1. 1µL of Positive Control dilute with 9µL of water (found in the kit)
  - 4.2. For the negative control, use water (found in the kit).

**Note:** It is best to add the largest volume reagent first, in this case H<sub>2</sub>O.
5. Open cap of tube containing lysed leaf sample carefully (pay attention not to spill any liquid). Transfer 5µL of each lysed sample into a separate well of the qPCR plate.
6. Add 5µL of the diluted Positive Control to it's corresponding well. Then add 5µL of water to the corresponding Negative Control well
 

Note: ALWAYS use a fresh tip for every liquid transfer into the qPCR plate
7. Add 13.75µL of Assay Probe MM to each corresponding sample well, positive control well, and negative control well in the qPCR plate. Gently tip mix a few times after each addition of qPCR master mix. Be careful to not introduce bubbles during this mix.

8. Seal the plate with the adhesive seal, making sure to completely seal the plate wells using a pen or flat object to slide back and forth along the seal.
  - 8.1. Spin-down for at least 1 minute in the plate micro centrifuge.
 

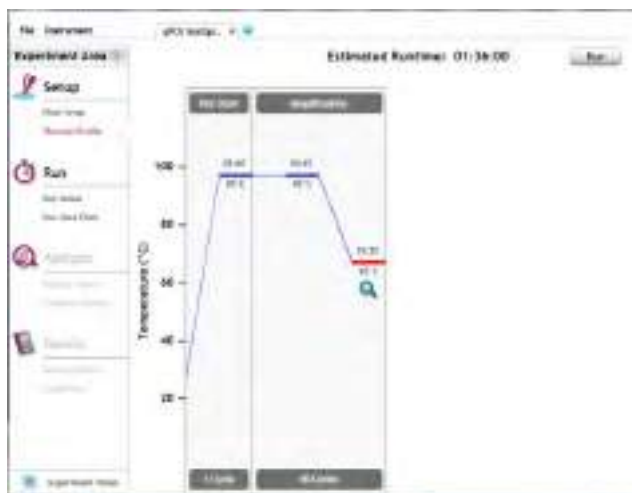
**Note:** Check for bubbles at the bottom of the wells (bubbles on the surface of the liquid is acceptable). If bubbles remain in the bottom of the wells, spin-down for another minute.
  - 8.2. Label the plate as qPCR Plate\_[date].
  - 8.3. Place the sealed plate onto the Bio-Rad qPCR instrument, positioning the A1 well in the top left corner.
  
9. Create a New Experiment on the Agilent qPCR instrument.
  - 9.1. Select “Quantitative PCR” from Experiment Types. Under Setup>Plate Setup, select FAM and HEX channel collection.





10. Thermal Profiles:

- 10.1. Under Setup>Thermal Profile, create the following PCR thermal profile.  
Hot start at 95°C for 5 minutes, followed by 40 cycles of 95°C for 15 seconds and 65°C for 90 seconds



11. Close the lid and click “Start Run”.
12. Save the experiment with the [User] and [date]
13. When run is complete, immediately dispose of the plate. Do not open the plate seal after the run to avoid contamination in the lab.

## Detailed Assay Data Analysis

### 1. Presence / Absence Assay: Fusarium, Powdery Mildew, Botrytis, Russet Mite

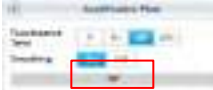
1.1. Open the Data Analysis window when the run is complete.

1.2. Highlight the wells of interest in the Analysis Criteria under Analysis, then select Graphical Display

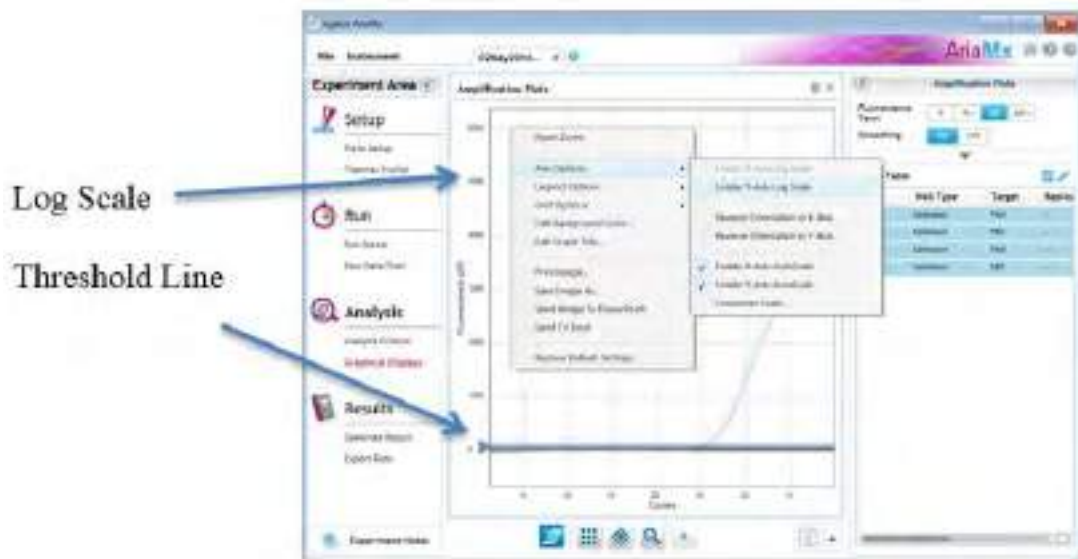
- Amplification plots will be available for viewing
- The Cq values will appear to the right in the table

1.3. To analyze the results

- Start by turning the graph to Log Scale with a right click on the chart, select Axis options, enable y-axis log scale. Expand the amplification plots settings by clicking on the triangle



- Manually set by typing the threshold to 100 RFU for the FAM fluorophore. Also set by typing the threshold for the HEX fluorophore to 100 RFU

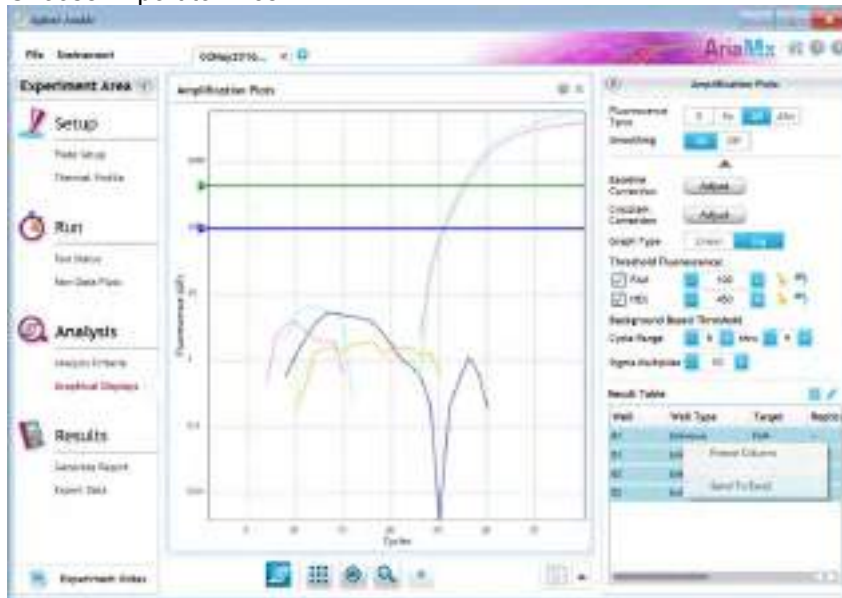


- Controls
  - Plant Pathogen specific Positive Control, on the FAM fluorophore, has a Cq value < 35.
    - Visually confirm with the curve on the graph.
  - Plant Pathogen specific Negative Control, on the FAM fluorophore, has a Cq value has no Cq value.
    - Visually confirm with the curve on the graph.
- Unknown Samples (Plant Pathogen)
  - Internal Control, on the HEX fluorophore, has a Cq value < 35.
    - Visually confirm with the curve on the graph
  - A “presence” result for the unknown sample.
    - Any Cq value for the FAM fluorophore < 40.
    - Visually confirm with the curve on the graph. (It is very important to confirm with the amplification curve when a presence result occurred. Sometimes the background amplification will give a false positive reading, especially when Cq reading is less than 15. See troubleshooting guide below.)
  - An “absence” result for the unknown sample.
    - No Cq value for the FAM fluorophore
    - Visually confirm no curve on the graph.

## 2. Export the Data

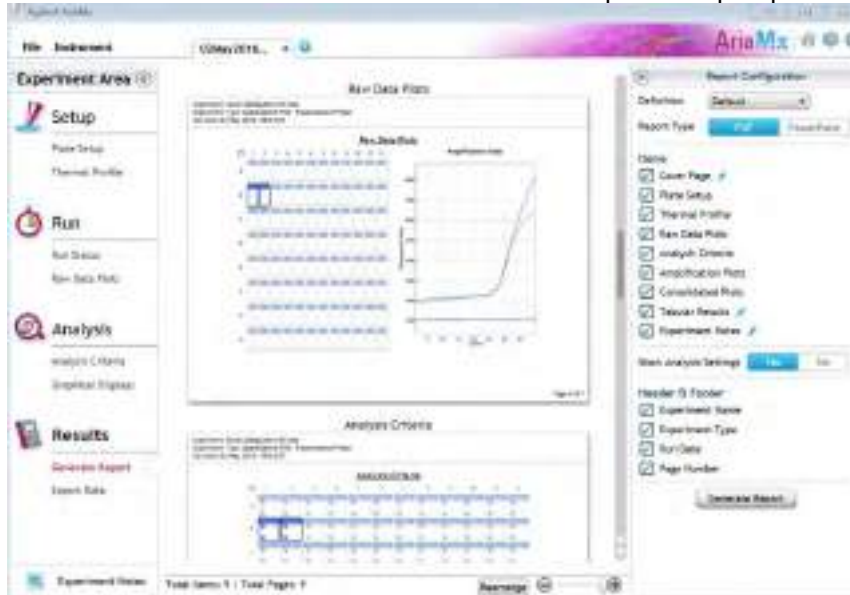
### 2.1. Exporting the Cq values into an Excel spreadsheet.

- To export the Cq values to an Excel spreadsheet, right- click on the chart on the bottom right of the screen.
- Choose Export to Excel...

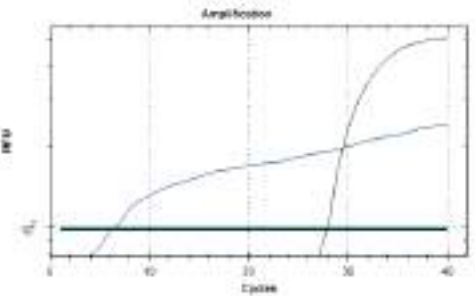


### 2.2. Saving a visual of the graph

- To save a picture of the graph, navigate to the Results section of the software and select Generate Report. Select PDF or PowerPoint and select Generate Report to export pictures



## Troubleshooting Guide

| Symptom   | Reason                                  | Solution   |
|---|---|--|
| Internal control (SCCG Primer) failure  | Lysis Failure                           | Repeat Leaf_Lysis and qPCR by following the protocol.  |
|   | Mix up in Reaction Setup                | Repeat qPCR by following the protocol.   |
|   | Missing Fluorophore on plate set up     | In the Data Analysis window click on View/Edit Plate Setup from the Settings drop down. All wells should have both FAM and HEX. Once completed and window is closed the analysis should automatically update.                              |
| Positive Negative Control   | Small Cq value <15                      | Visually confirm that there is an amplification curve. If not, this is low level background and is to be expected.   |
|   | Carry over                              | Repeat qPCR by following the protocol.   |
|   | Insufficient pre-setup bleaching        | Wipe down the lab workspace and all equipment with 10% Bleach. Repeat qPCR   |
| Negative Positive Control   | Mix up in Reaction Setup                | Repeat the qPCR by following the protocol.   |
| Total run failure   | Excessive vortex of the qPCR Master Mix | Repeat the qPCR by following the protocol.   |
| <p>Background Amplification</p>  | Unclear                                 | This is usually seen with a very low Cq reading (<15), the curve is usually missing the exponential growth phase, but rather a gradual increase of florescent signal. This is usually a negative result, but should be repeated if unsure. |

## Glossary and Definitions

**Deoxyribonucleic acid (DNA)** is a molecule that encodes the genetic instructions used in the development and functioning of all known living organisms.

**Polymerase Chain Reaction (PCR)** is a technology in molecular biology used to amplify a single copy or a few copies of a piece of DNA across several orders of magnitude, generating thousands to millions of copies of a particular DNA sequence.

A **fluorophore** is a fluorescent chemical compound that can re-emit light upon light excitation.

The **Negative Controls** are the samples where no Cq is expected. It helps to ensure that all Assay specific reactions are clean of contaminants.

The **Positive Control** is the sample where a Cq is expected. It helps ensure that the qPCR Detection assay and instrument are working correctly.

The **Internal Control** is added to every sample where a Cq is expected. It ensures the effectiveness and efficiency of each reaction. The internal control is targeting a Single Copy Control Gene or SCCG, using the HEX fluorophore.

### LEGAL DISCLAIMER

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# LIGHTLAB 3 USER'S GUIDE

LIGHTLAB<sup>3</sup>™ CANNABIS ANALYZER  
BY ORANGE PHOTONICS

*Version 1.3.13*



# INTRODUCTION

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# INTRODUCTION

## Welcome

Welcome and thank you for choosing Orange Photonics.

LightLab 3 cannabis potency analyzer comes to you fully calibrated and ready to use. We are proud to serve established cannabis and hemp industry leaders and newcomers in support of greater efficiency and higher quality products through data.

On behalf of the entire Orange Photonics team, we look forward to working with you.

Sincerely,

The Orange Photonics Team

# INTRODUCTION

## LightLab Introduction

### LIGHTLAB PACKING LIST

The first time you use LightLab unpack the components on a clean, flat surface and familiarize yourself with each item.

Packing list:

| Items  | Units |
|--|-------|
| LightLab Analyzer  | 1     |
| Extraction Shaker and Connecting Cable                       | 1     |
| Fluidics Hardware  | 1     |
| Flushing Hardware  | 1     |
| Electric SampleGrinder (Located in complimentary flower kit) | 1     |
| USB Drive with Manual and supporting files                   | 1     |
| Power Supply   | 1     |
| Sample Input Cover   | 1     |
| Scale  | 1     |
| Shaker Straps  | 2     |
| Tweezers   | 1     |

### WHAT DOES LIGHTLAB MEASURE?

LightLab uses a combination of chromatography (chemical separation based on molecular polarity) and spectroscopy (light based chemical analysis) to provide accurate analysis of several components in complex mixtures. The basic process is usually called HPLC (High Performance Liquid Chromatography) and is used by most cannabis and hemp testing labs for cannabinoid analysis.

LightLab is factory calibrated and will begin providing results directly out of the box for up to 19 major cannabinoids, 2 calculated total potential cannabinoids and semi-quantitative terpenes depending on the options selected.

The following is a list of analytes LightLab can measure:

**THC-A:** Tetrahydrocannabinolic Acid. This is the “acidic” form of tetrahydrocannabinol (THC). Cannabis plants naturally produce THCA and is the primary cannabinoid that will be present in most cannabis strains. Typically, plants have 10-20% THCA. A higher THCA number means a more potent plant.

# INTRODUCTION

**Δ9THC:** Delta 9 Tetrahydrocannabinol. This is the “active” or “neutral” form of THC. This is the primary psychoactive cannabinoid seen in cannabis plants. Plants do not directly produce Δ9THC. Instead, THCA is converted into Δ9THC through a process called decarboxylation. Decarboxylation occurs when the plant is smoked, otherwise heated, or exposed to light. Typically, plants have 0-5% Δ9THC. High levels of Δ9THC in plant material indicate the plant may not have been stored or cured well or may be old.

**Total Δ9THC:** This number indicates the total quantity of Δ9THC if the sample was completely decarboxylated. Decarboxylation is the conversion of THCA to Δ9THC in the presence of heat or light. During the decarboxylation process, a CO<sub>2</sub> molecule is released, so a THCA molecule will weigh less once it is converted to Δ9THC. For that reason, the total “potency”, or how much psychoactive Δ9THC a user would be dosed with requires a conversion factor. The “total Δ9THC” factors in the loss of weight of THCA when converting to Δ9THC. The equation used is as follows:

$$\text{Total } \Delta 9\text{THC} = 0.877 \times \text{THCA} + \Delta 9\text{THC}$$

This number is an indication of the overall “potency” of the sample.

**CBD-A:** Cannabidiolic Acid. CBDA is the CBD analog to THCA. It is the acidic form of CBD that plants produce. Typical non-CBD specific strains will have 0-2% CBDA. CBD Specific plants typically contain 5-20% CBDA. CBDA is not psychoactive.

**CBD:** Cannabidiol. CBD is the neutral form of CBDA. Cannabis plants do not create CBD directly, however this cannabinoid can be formed through the same decarboxylation process described above.

**Total CBD:** This number indicates the total quantity of CBD if the sample was completely decarboxylated. Decarboxylation is the conversion of CBDA to CBD in the presence of heat or light. During the decarboxylation process, a CO<sub>2</sub> molecule is released, so a CBDA molecule will weigh less once it is converted to CBD. For that reason, the total CBD potential, or how much CBD a product will contain once fully decarboxylated requires a conversion factor. The “total CBD” factors in the loss of weight of CBDA when converting to CBD. The equation used is as follows:

$$\text{Total CBD} = 0.877 \times \text{CBDA} + \text{CBD}$$

**CBG-A:** Cannabigerolic Acid. CBGA is a precursor molecule to THCA and CBDA. When a plant produces cannabinoids, it always produces CBGA first, then an enzymatic process converts CBGA to THCA and/or CBDA. CBGA can be used as an indicator of harvest readiness. If >1% CBGA is present in a sample, it typically means the plant can continue

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to produce active cannabinoids. A CBGA value of <1% is typically desirable. Plants commonly contain between 0-4% CBGA.

**CBG:** Cannabigerol. CBG is the neutral form of CBGA, akin to CBD vs CBDA. CBG is often found in concentrates at low levels since plants that are harvested earlier contain CBGA, which is then decarboxylated during the extraction process. Note CBG is a calculated value in LightLab since CBG and CBD have nearly identical chromatographic retention times.

**CBN:** Cannabinol. CBN is a breakdown component of  $\Delta^9$ THC. It is mildly psychoactive and sedative. Fresh cannabis plants typically show no CBN. Very old plants may contain 0-5% CBN. CBN can also be generated during extraction or distillation, and commonly occurs at 0-5% levels in extracted samples. More CBN is typically undesirable and is an indication of too much heat or exposure to environmental factors.

**Minors Module Additional Cannabinoids:** The minors module provides additional cannabinoids in addition to the standard cannabinoids listed above. These include:

- **CBC-A:** Cannabichromenic Acid. CBC-A is the acidic form of CBC. It is non-psychoactive and is formed in some plant genetics alongside THC-A and CBD-A, typically at lower concentration. Its precursor is CBG-A. Some genetics will exhibit 1-5% CBC-A.
- **CBC:** Cannabichromene. CBC is the neutral form of CBC-A. CBC is often present in hemp and CBD containing plants, and more rarely in THC containing plants. Since many laboratories do not yet measure CBC, the Minors Module will allow hemp farmers, CBD growers and processors to select for higher CBC plants and differentiate their product with a new cannabinoid.
- **CBN-A:** Cannabinolic Acid. CBN-A is the acidic form of CBN. It is often formed from aged cannabis plants. Very old plants may contain 0-5% CBNA. CBN-A in combination with CBN are good indicators of the age and storage conditions of plant material. Higher CBNA and CBN typically indicates old plant material or poorly stored plant material.
- **$\Delta^{10}$ -THC:** Previously Degraded THC,  $\Delta^{6a,10a}$ THC. In some cases, distillation can breakdown the THC molecule into by-products, reducing the potency of the product and affecting the flavor profile. This is generally an indicator of a vacuum leak or too much heat being applied to the sample. Two of the major breakdown components are CBN and  $\Delta^{10}$ -THC. LightLab can measure the amount of  $\Delta^{10}$ -THC, allowing distillation operators to ensure their product is pure and potent while maintaining high throughput. Note  $\Delta^{10}$ -THC may

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represent more than one cannabinoid that is similar in chemical makeup. These include  $\Delta$ 10-THC,  $\Delta$ 6a,10a THC (often referred to as  $\Delta$ 10a THC), dihydroxy  $\Delta$ 10-THC, dihydroxy  $\Delta$ 6a,10a THC and similar analogs.

In some cases, extraction operators will intentionally attempt to generate novel cannabinoids through a degradation process.  $\Delta$ 10-THC is a precursor to most of the degradation products generated.

- **$\Delta$ 8-THC:**  $\Delta$ 8-THC is generally made by converting CBD or  $\Delta$ 9-THC in a chemical reaction. Note that the process used to create  $\Delta$ 8-THC often creates other cannabinoids, including  $\Delta$ 9-THC. LightLab has a higher detection limit of 4% for flower samples and 12% for concentrates. See Appendix 2 for further information on  $\Delta$ 8-THC. Note accuracy of  $\Delta$ 8-THC and  $\Delta$ 9THC are reduced in the presence of  $\Delta$ 8-THC, which is why there is an asterisk next to the cannabinoid.
- **THCV-A:**  $\Delta$ 9-Tetrahydrocannabivarinic acid is the acidic form of  $\Delta$ 9-Tetrahydrocannabivarin and is found naturally in some cannabis cultivars. Varin cannabinoids have a 3 carbon “tail” or hydrocarbon chain as opposed to the tetrahydrocannabinol’s 5 carbon tail. Varin species are valued as a less potent fully natural cannabinoid.
- **THCV:**  $\Delta$ 9-Tetrahydrocannabivarin is the neutral form of THCV. Varin cannabinoids have a 3 carbon “tail” or hydrocarbon chain as opposed to the tetrahydrocannabinol’s 5 carbon tail.

**Converted Cannabinoid Additional Cannabinoids:** The converted cannabinoid module provides additional cannabinoids that don’t typically occur in natural cannabis at high concentrations. These are generally either derived from hemp or cannabis plant material through chemical reactions or are fully chemically synthesized. These are often sold in states where cannabis is not fully legal since the laws are not clear on whether converted cannabinoids are legal or not.

With the purchase of a converted cannabinoid module, separate analysis buttons will be present on LightLab to allow converted cannabinoid analysis. These include a concentrate-specific mode for simplified raw material analysis as well as custom modes for more advanced analysis including infused products, tinctures, etc.

Note that converted cannabinoid analysis is a separate mode in LightLab. Samples that do not contain converted cannabinoids should not be run in converted cannabinoid modes. The separate converted cannabinoid mode allows LightLab to zero in on converted cannabinoids specifically to provide the highest accuracy and precision.

LightLab uses a direct calibration using CRMs for calibration just like Laboratories do. This is not the case for the vast majority of portable/in-house cannabis devices, which rely on computer models generated from laboratory results. That means LightLab is capable of providing laboratory-grade results in a portable and economical package. In

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the case of converted cannabinoids, Certified Reference Materials (CRMs) are not available. Instead, LightLab relies on non-certified materials for calibration. These generally have higher uncertainty, and therefore the accuracy of LightLab will be lower for converted cannabinoids when compared to typical phytocannabinoids. Note that this is also the case for any laboratory testing converted cannabinoids as they rely on the same standards that LightLab does.

The converted cannabinoid module modes do not analyze the full list of cannabinoids LightLab can analyze. This allows LightLab to provide the highest accuracy on the cannabinoids that will generally be present in converted cannabinoid samples.

Converted Cannabinoid modes are capable of analyzing the following analytes:

- D8THCO
- D9THCO
- HHC
- D8THCP
- D9THCP
- D8THC
- D9THC
- D10THC
- CBN
- CBD
- CBDA
- CBGA
- CBC
- THCv
- Terpenes

A description of the additional cannabinoids available with the module can be found below:

- **$\Delta$ 8-THC-O-Acetate:**  $\Delta$ 8-THC-O-Acetate is an “acetylated” form of  $\Delta$ 8-THC. The acetylation process is thought to increase the potency of a given cannabinoid. Most research suggests that  $\Delta$ 8-THC-O-Acetate is not found in nature. Most products labeled “THC-O” contain significant amounts of  $\Delta$ 8-THC-O-Acetate
- **$\Delta$ 9-THC-O-Acetate:**  $\Delta$ 9-THC-O-Acetate is an “acetylated” form of  $\Delta$ 9-THC. The acetylation process is thought to increase the potency of a given cannabinoid. Since most samples labeled “THC-O” are hemp derived,  $\Delta$ 9-THC-O-Acetate is generally found in approximately the same ratio as the ratio of  $\Delta$ 9-THC to  $\Delta$ 8-THC in the starting/feedstock material before acetylation.
- **HHC:** Hexahydrocannabinol is a hydrogenated derivative of tetrahydrocannabinol. HHC is a “hydrogenated”, meaning extra hydrogen has



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been added to the molecule. Although it has been found naturally, most HHC is converted from  $\Delta 8$ -THC,  $\Delta 9$ -THC or CBN.

- **$\Delta 8$ -THCP**-  $\Delta 8$ -Tetrahydrocannabiphorol has a 7 carbon chain “tail” or hydrocarbon chain as opposed to the tetrahydrocannabinol’s 5 carbon tail. Research suggests THCP cannabinoids are more potent than standard THC cannabinoids. Generally THCP species are fully synthesized rather than reacted from a different cannabinoid. This makes THCP more expensive to manufacture, and therefore a larger amount of mislabeled product can be found in the market.
- **$\Delta 9$ -THCP**-  $\Delta 9$ -Tetrahydrocannabiphorol has a 7 carbon chain “tail” or hydrocarbon chain as opposed to the tetrahydrocannabinol’s 5 carbon tail.  $\Delta 9$ -THCP and  $\Delta 8$ -THCP differ in the same way that  $\Delta 9$ -THC and  $\Delta 8$ -THC differ- there is one double bond location that is changed between the two cannabinoids. Research suggests THCP cannabinoids are more potent than standard THC cannabinoids. Generally THCP species are fully synthesized rather than reacted from a different cannabinoid. This makes THCP more expensive to manufacture, and therefore a larger amount of mislabeled product can be found in the market.

**Terpenes Module (semi quantitative):** Terpenes are volatile compounds present in cannabis plants that are largely responsible for the scent of the cannabis. LightLab reports terpene content in samples as *low*, *medium*, or *high* terpene content. The terpenes module uses the terpene profile of a typical cannabis plant for calculating the final terpene content since not all terpenes can be measured. Since the calculation is not exact, the results are reported as semi-quantitative *low*, *medium*, or *high* terpene content. *Low* indicates a terpene content of <1%, *medium* indicates a terpene content between 1% and 2% and *high* terpene content indicates a terpene content >2%.

**Hemp Compliance Module:** LightLab may be purchased with an optional Hemp Compliance Module which allows detection of THCA and D9THC in hemp samples down to 0.05% with high precision. When using this mode, only THCA and D9THC values will be displayed. To determine other cannabinoids, a separate analysis must be made. Hemp analysis can be used on dried hemp material with a maximum THCA or D9THC level of 3%.

*Note: Hemp Compliance module is only recommended for dried plant material. Any samples containing “sprayed” plant materials containing  $\Delta 8$ -THC or Converted Cannabinoids are not compatible with the Hemp Compliance Module.*

## DETECTION LIMITS

The detection limit of LightLab will vary depending on the options selected. The detection limits are the same for all cannabinoids except  $\Delta 8$ -THC. If a cannabinoid is not detected, LightLab will report “ND”, which means Not Detected. The typical detection limit for each mode is listed below:

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THC Dominant Plant: 0.5% (4% Δ8-THC)  
CBD Dominant Plant: 0.75% (6% Δ8-THC)  
Unknown Plant: 0.5% (4% Δ8-THC)  
THC Dominant Concentrate: 1.5% (12% Δ8-THC, 3% Converted Cannabinoids)  
CBD Dominant Concentrate: 2% (16% Δ8-THC)  
Unknown Concentrate: 1.5% (12% Δ8-THC)  
Hemp Compliance: 0.05%  
Young Plant: 0.2%  
Raffinate: 0.25%  
Trim: 1%  
Isolate: 3%  
Infused Product: Varies, see below  
Custom: Varies, see below

The detection limit for LightLab is based on the following equation:

$$\text{detection limit}(\%) = \frac{\left(\frac{\text{ml solvent added}}{\text{g sample weight}}\right)}{(1 - (\% \text{ moisture content entered})/100)} * .005$$

For example, 0.110 g sample, 30ml solvent, 20% moisture:

$$\frac{\left(\frac{30 \text{ ml solvent added}}{0.110 \text{ g sample weight}}\right)}{(1 - (20\% \text{ moisture content entered})/100)} * .005 = 1.7\% \text{ detection limit}$$

In general terms:

- An increase in sample weight will provide a lower detection limit
- An increase in solvent volume will provide a higher detection limit
- An increase in moisture content will provide a higher detection limit

Note: Detection limits for converted cannabinoids and Delta-8 THC are different than other analytes and can be calculated as follows:

*Δ8-THC:*

$$\text{detection limit}(\%) = \frac{\left(\frac{\text{ml solvent added}}{\text{g sample weight}}\right)}{(1 - (\% \text{ moisture content entered})/100)} * .04$$

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*Δ8-THC-O-Acetate, Δ9-THC-O-Acetate, Δ9-THCP, Δ8-THCP, HHC*

$$\text{detection limit}(\%) = \frac{\left(\frac{\text{ml solvent added}}{\text{g sample weight}}\right)}{(1 - (\% \text{ moisture content entered}/100))} * .01$$

## MOISTURE CORRECTION

LightLab typically reports results in weight percent as is commonly employed with any analytical test for cannabinoids. Typically, plant measurement is completed on cured, dried material. LightLab can also measure fresh plant material that contains significantly more water than typical cured plant. In fact, a typical fresh cannabis plant contains 70-80% moisture. LightLab can analyze wet plant material without issue, however the moisture content can make results difficult to interpret. Since LightLab reports in *weight* percent, and 70-80% of the weight is water, that means only 20-30% of the weight is plant material. For example, a 1g wet sample with 75% moisture would have 0.75g of water and 0.25g of plant material. That means LightLab will report much lower results for the wet material than the completely dried material of the same plant.

For this reason, LightLab has an option to turn on moisture correction for plant material. When enabled, LightLab will calculate results as dry weight percent. If a moisture content is entered during a test, LightLab will calculate the *dry* weight percent. In other words, it will calculate the results based on the plant material remaining after water is removed. This will result in a higher result than running without any correction. The equation used is as follows:

$$\text{Moisture Corrected Result} (\%) = \frac{\text{Weight Percent Result}}{(1 - (\% \text{ moisture content entered}/100))}$$

As an example, let's assume a plant has 75% moisture, and without moisture correction the result was 5% CBDA:

$$\text{Moisture Corrected Result} (\%) = \frac{5\% \text{ CBDA}}{\left(1 - \left(\frac{75}{100}\right)\right)} = 20\% \text{ CBDA}$$

Note entering an incorrect moisture content can result in significant errors. We therefore recommend drying the same where possible to avoid these errors unless careful measurement of moisture is made possible. See Appendix 1 for drying recommendations.

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As a general rule, cured cannabis has approximately 10% moisture content, and fresh cannabis contains 70-80% moisture. If semi-quantitative dry weight measurements are desired, using these values will allow for ballpark dry weight measurement. Keep in mind the result error and repeatability will be higher if the moisture changes between sample analyses.

## LIGHTLAB CALIBRATION

LightLab arrives fully calibrated and ready to use. LightLab is calibrated at our factory and we recommend occasional calibration to maintain LightLab performance. LightLab calibration is recommended after 1 year or 1000 tests, whichever comes first. Note LightLab will warn that a calibration is expired but will continue to run tests if calibration is expired. A calibration includes pump, detector, and light source service as well as a full recalibration of the system. Contact Orange Photonics Support at [support@orange Photonics.com](mailto:support@orange Photonics.com) if your system needs calibration or is not working as expected.

## AI-GUIDED SOFTWARE

LightLab's AI-Guided software rewrites what is possible with an HPLC. Harsh environments, complex samples, and the ever-increasing need for accuracy and repeatability are all dealt with handily by LightLab's core algorithms. Previous versions of LightLab as well as traditional HPLCs rely on preparing the system for analysis without actually sensing whether the device is ready to successfully run a sample. The AI-Guided algorithms in LightLab instead will automatically complete sample flushing, bubble purging and a host of other checks before indicating that the instrument is ready. The result is an 80+% reduction in sample failures. In addition, since LightLab knows when it is ready to go, the software saves time and consumables over a traditional HPLC instrument preparation that involves flushing for long periods of time. The best part is that the algorithm will learn over time and continue to improve and adapt as your business grows.

## LIGHTLAB CHROMATOGRAM AND CALCULATIONS

When LightLab analyzes a sample, it separates cannabinoids over time and detects them with UV light at several wavelengths. An HPLC works in much the same way, though in many cases only one wavelength of light is utilized. In a standard HPLC, the chromatogram shows peaks that represent different analytes. The area of the analyte is correlated with the concentration of that analyte. While LightLab uses the chromatogram as part of its analysis, the calculation is not a strict peak area calculation.

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Instead, LightLab uses a sophisticated multi-dimensional non-linear regression to calculate results. This algorithm uses multiple UV wavelengths along with the chromatogram to determine the final results. This allows for a more robust and accurate measurement of cannabinoids even with challenging environmental conditions and complex samples.

The chromatogram generated from LightLab can be accessed if desired. The chromatogram may be used for post processing, qualitative determination of cannabinoid presence below the detection limit or troubleshooting. In order to enable saving chromatograms, contact Orange Photonics support. Once enabled, each time a sample is run, the chromatogram will be saved as an excel-compatible comma separated value (csv) file on the USB drive if it is connected to LightLab.

## ENVIRONMENTAL CONDITIONS

LightLab is a rugged device that is meant to be used in diverse environments. It is still a scientific instrument, however, and requires some care with handling. The following points provide an overview of the environmental considerations:

- LightLab can operate within a range of 55-85F (13-29C). Results obtained outside this range may be inaccurate. Note the solvent must also be within the operating range for accurate results. Note the instrument can heat up quickly if grow lights or sunlight are directly shining onto the instrument surface.
- LightLab may be stored from 32-100F(0-40C).
- LightLab solvent may be stored from 32-100F (0-40C), however the longest life and best performance will be achieved by storing the solvent at room temperature in a dark, dry location.
- LightLab solvent has a shelf life of 1 year assuming room temperature storage. Never leave the solvent caps off the solvent containers as the solvent will evaporate and cause instrument errors. If the solvent cap has inadvertently been left off for more than 1 hour, the solvent must be discarded. If LightLab is not being used, remove the fluidics cap, and replace with a standard cap. The fluidics caps are not airtight, and solvent can evaporate from them if left for longer than a few hours.
- LightLab contains no precision moving parts that can be damaged by bumps or drops, but large drops can damage the screen or internal components. Keep any vibration or drops to a minimum.
- Never ship LightLab without a box and padding surrounding it.

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- LightLab is a liquid-based instrument. If dust or particulates are allowed to enter the internal fluidics, the device can be clogged. If you are operating in a dusty or dirty environment, take care to not contaminate the solvent, and close LightLab when not in use.
- In general, keeping the instrument clean and taking care with fluidics lines and equipment will result in a better service life and higher accuracy.

## BATTERY AND CHARGING

LightLab is equipped with a Lithium-Ion battery that allows 8 hours of battery life when fully charged. Only use the supplied LightLab AC Adapter to avoid electrical damage. If you have misplaced your charger, contact Orange Photonics Support. Most airlines will allow a permanent lithium-ion battery to be brought on board and checked in luggage. The battery technology inside LightLab is similar to that of typical laptop batteries.

## LIGHTLAB SCALE NOTES

LightLab comes equipped with a portable scale used to weigh samples for analysis. The accuracy of the scale and the care taken during the weighing process directly affect the accuracy of LightLab. If a laboratory grade balance is available, we highly recommend using it in place of the LightLab scale. For critical measurements, a laboratory grade balance will improve LightLab accuracy. Our engineering team has dedicated many hours to testing the portable scale that is provided with LightLab. We therefore do not recommend using any other portable scale than the one provided as many portable scales are highly inaccurate.

## LIGHTLAB STATUS BAR

On the right side of LightLab's screen, there is an orange status bar that gives information about your LightLab. Below are the meanings of each of the status bar icons:



Battery Charge: Indicates battery charge level. A plug will appear when LightLab is charging



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Updates Available: Software or calibration updates are available. Go to Settings> Updates to install updates if you have selected manual update installation. LightLab will need to reboot to apply updates



USB Attached: Indicates that a USB drive is attached to the LightLab USB port. Data will automatically save to the USB when attached



Wi-Fi Connected: Indicates wireless internet connection is active



Ethernet Connected: Indicates ethernet internet connection is active



No Internet: Indicates LightLab is currently not connected to internet.



Support Portal: Indicates that support portal is open



Airplane Mode: Indicates that airplane mode is on and wireless connection is disabled

## RESULTS DESCRIPTION

Once LightLab completes a test, a results screen will appear. The results screen has 3 pages. To switch between the pages, swipe up/down or press on the dots on the left side of the screen.





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Test Details Screen (Page 3): This screen will display test details for the current test, such as serial numbers, dates, cultivar, etc.

## KEYBOARD AND BARCODE SCANNER CONNECTION

LightLab supports most USB keyboards and barcode scanners including wireless devices for entry of sample tags and notes. To connect a keyboard or barcode, simply connect the keyboard to the USB port located on the side of the instrument. If both a keyboard and USB thumb drive are desired, we recommend either adding a USB hub or purchasing a keyboard that includes a USB hub. Note LightLab also has an on-screen keyboard, so connecting a keyboard is optional.

## GETTING STARTED

The following tips will help you get started without issues. We are here to help so please contact Orange Photonics Support if you run into any troubles or questions.

1. **Warm up your Instrument** – Always warm up your instrument if it has been unused for more than 2 hours. Failing to warm up the instrument will result in poor performance. If possible, allow 20 minutes for LightLab to acclimate before using.
2. **Run Flower First** - We recommend running flower samples the first few times you use LightLab. It's the easiest kind of sample to run and will help you get acquainted with the sample prep process.
3. **Column Storage** - When you shut down LightLab remove the Selective Separation Column (SSC) from LightLab and store the SSC with the supplied caps on both ends of the column to help it stay “wet”.
4. **Sample Prep Matters** - Careful sample preparation especially weighing the sample is important for accuracy. Make sure your scale is calibrated and level, and that you follow instructions carefully.

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5. **Don't Skimp on Extraction** - The shaking times should never be shortened. Doing so will result in low results. Shaking longer does not cause issues. For concentrates, make sure the sample is fully dissolved. If it isn't, repeat the shake cycle again. For crude oil samples, a sample heater may be required. Orange Photonics provides a sample warmer for sale separately.

# MOBILE MONITORING AND RESULT DASHBOARD

## Mobile Monitoring and Result Dashboard

If your LightLab is connected to the internet, enhanced features can be accessed via a QR code that is displayed once a sample run is started as well as at the end of a sample run. By accessing the web link embedded in the QR code, it is possible to do the following:

1. View the status and time remaining of a current test that is running
2. Get notified on your phone or computer when a sample is ready to be injected, or results are ready.
3. View, share and download results via the result dashboard web page
4. View, share and download a .pdf Certificate of Analysis onto your phone or computer

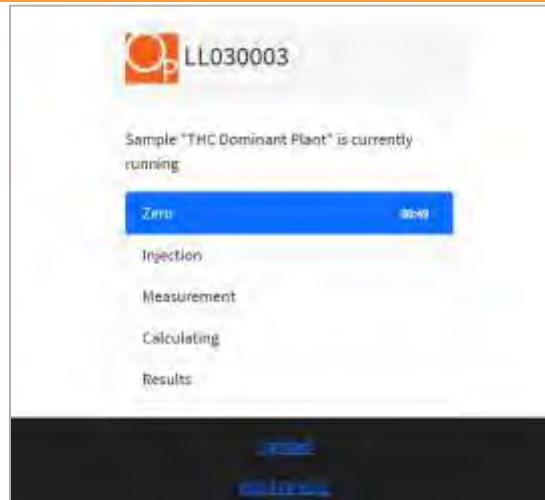
### MOBILE MONITORING

Mobile monitoring allows viewing current sample run status while the instrument is running. To use this feature, take a picture of the QR code that appears at the start of a sample run using your smartphone and then open the link. Some smartphones may require a dedicated QR code reader app.



Once the QR link is opened, you will be directed to a page that shows the status of the current test as shown below, which mirrors the status on LightLab's screen. Note your phone may ask for permission to display notifications. Select "yes" if you would like to be notified on your phone when action is needed from your LightLab.

# MOBILE MONITORING AND RESULT DASHBOARD



Once an analysis is complete, the result dashboard will appear on the same page automatically.

## RESULT DASHBOARD

Once a sample analysis is complete, a result dashboard is created. This is a web page that contains information about the analysis as well as options for accessing and sharing the data. The result dashboard is a permanent web page for the sample that was run and can be accessed later by anyone that has the link. This page can be shared with others, and even shared via social media apps.



# MOBILE MONITORING AND RESULT DASHBOARD

## Accessing the Result Dashboard

There are several ways to access the result dashboard:

1. From the mobile monitoring QR Code.



2. From the QR Code on the results screen or by pressing the "Share" button on the LightLab results screen. Note you can select whether the QR code contains a link to the result dashboard or a link to directly download a certificate of analysis.



3. Via text or email feature on the LightLab share results screen. Note you can select whether the text/email shared contains a link to the result dashboard or a link to directly download a certificate of analysis.
4. Via a link contained in the USB drive connected to LightLab. Each test result will have its own folder, and within that folder a hyperlink for the result dashboard will be present.

## Result Dashboard Features

The result dashboard contains the following parts:

- Analysis results for the particular sample that was analyzed
- Test information (Date, Test Type, Weight, Solvent Temperature, Moisture Content)
- Sample Tags (Sample ID, Cultivar, Operator)
- Buttons for sharing and accessing the results

## MOBILE MONITORING AND RESULT DASHBOARD

To share results, press the blue “Share Results” button. Most phones and computers will allow several sharing options (text, Facebook, email, Instagram, etc.). If you want to share your results via social media, we recommend posting the results dashboard link since this will pre-populate with a link preview and can be accessed and shared further by others.

To download results to an excel compatible .csv file, click the gray .CSV link

To generate and download a Certificate of Analysis, click the Yellow “certificate of analysis” button.

# MOBILE MONITORING AND RESULT DASHBOARD

## CERTIFICATE OF ANALYSIS

A certificate of analysis can be generated for any test result that contains information that is similar to any testing lab report. The certificate of analysis can be accessed in the following locations:

1. From the QR Code accessed by pressing the “Share” button on the LightLab results screen. Note you can select whether the QR code contains a link to the result dashboard or a link to directly download a certificate of analysis.
2. Via text or email feature on the LightLab share results screen. Note you can select whether the text/email shared contains a link to the result dashboard or a link to directly download a certificate of analysis.
3. From the Result Dashboard.

The certificate of analysis contains detailed information about a test result. We recommend using the certificate of analysis to share results with a client, customer or other interested party that needs detailed and secure information about a test.

The screenshot displays a 'Certificate of Analysis' from LightLab3 Cannabis Analyzer. The report includes the following details:

- Date:** 2023-08-02T08:20:54
- LightLab:** Nickofle Farms LightLab
- Serial:** L1030207
- Operator:** D. Wilks
- Sample ID:** DXGMDP31F4
- Notes:** Density 7/10, easy trim, garlic/gpc/citrus
- Method:** LightLab HPLC
- Test Type:** THC-dominant Plant
- Moisture:** 0.0%
- Weight:** 0.3g
- Solvent:** 30 ml
- Temperature:** 24.6 °C
- Cultivar:** Orange X GMD

**Cannabinoid Profile**

| Analyte          | LOQ  | %           | Analyte  | LOQ  | %    |
|------------------|------|-------------|----------|------|------|
| THC-A            | 0.10 | 20.7        | Δ8-THC*  | —    | n/a  |
| Δ9-THC           | 0.10 | 1.2         | Δ3-THC   | —    | n/a  |
| CBD-A            | 0.10 | 5.2         | THCV-A   | 0.10 | 1.4  |
| CBD              | 0.10 | ND          | THCV     | 0.10 | 1.2  |
| CBG-A            | 0.10 | 0.62        | Δ9-THC-D | —    | —    |
| CBG              | 0.10 | 1.2         | Δ8-THC-D | —    | —    |
| CBN-A            | 0.10 | ND          | HHC      | —    | —    |
| CBN              | 0.10 | ND          | Δ9-THCP  | —    | —    |
| CBC-A            | 0.10 | 0.50        | Δ8-THCP  | —    | —    |
| CBC              | 0.10 | 1.2         | Terpenes | —    | High |
| <b>Total THC</b> |      | <b>19.4</b> |          |      |      |
| <b>Total CBD</b> |      | <b>4.6</b>  |          |      |      |

ND = Not Detected, n/a = Not Analyzed, LOQ = Limit of Quantification, Total THC = (CBDA-THC-A) + Δ9-THC Total CBD = (CBD-A) + CBD, \*Δ8-THC has been produced and ingested according to United States Cannabis Laws.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Scan for Authenticity 

The analyzer confirms that the Operator fully performed the sample preparation according to the LightLab User's Guide. This report is for quality assurance purposes only. These results relate only to the sample included in this report. Orange Photonics makes no claims as to the efficacy, safety, or risks associated with any detected or non-detected level of any compound(s) reported herein. Orange Photonics makes no claims regarding the adherence to sample preparation guidelines by the operator, as outlined in the LightLab User's Guide.

Orange Photonics, Inc. (603) 573-8222, [OrangePhotonics.com](http://OrangePhotonics.com) 100220197/1

# FIRST TIME USE

## First Time Use

Before using LightLab for the first time, a few things need to be set up. To complete the first-time setup, follow these instructions:

1. Open LightLab and remove fluidics pouch and power supply.



2. Plug in LightLab if power is available (LightLab has an 8-hour battery).



3. Press the power button to turn on LightLab. It will take approximately 30 seconds for LightLab to start up.
4. Once startup is complete, a first-time setup screen set will appear. Follow the on-screen instructions. The following will be set up:
  - a. Acceptance of Terms and Conditions
  - b. Naming LightLab (optional)
  - c. Setting up internet connection
  - d. Adjusting Date/Time



## FIRST TIME USE

5. Once first-time setup is complete, the warmup screen will appear. First time warmup may take longer than typical warmup times in order to prime the system for first use. Follow instructions in LightLab setup to begin using the instrument

# LIGHTLAB GRINDER OPERATION

## LightLab Electric Grinder Instructions

### INTRODUCTION

LightLab grinder should be used to prepare dried plant material for analysis with LightLab. The grinder will break up the sample into small, homogenous particles for efficient cannabinoid extraction during sample preparation. The LightLab grinder is powered by a rechargeable battery. If your LightLab has an older hand grinder, the electric grinder may be purchased by visiting the Orange Photonics store at [www.OrangePhotonics.com/store](http://www.OrangePhotonics.com/store)

### FIRST TIME USE AND CHARGING

1. Before using your grinder, we recommend fully charging the grinder. The grinder contains a rechargeable battery. The battery should last for 10-20 runs.
2. To charge the grinder, plug in the included USB-C cord into the back of the grinder and plug the other end of the cord into any USB power source. The USB port on the side of the LightLab may be used to charge the grinder.



### USING THE LIGHTLAB GRINDER

1. Ensure the grinder is clean before adding sample to avoid cross contamination with previous tests (see Cleaning the Grinder for cleaning instructions)
2. Add plant sample to grinder using the following guidelines:
  - a. Use at least a gram (one medium sized bud) of sample. The more sample added, the more consistent the LightLab results will be since the sample will be more representative of the whole lot/plant. If plenty of sample is available, fill the grinder about halfway.

## LIGHTLAB GRINDER OPERATION

- b. If taking a sample from a container or bag, take sample from the top, middle, and bottom of the container/bag to ensure a representative sample.
- c. If taking a sample from the plant, take samples from multiple locations on the plant if an average of the plant is desired. Take samples from multiple plants if an average of multiple plants is desired.
- d. If hemp compliance testing, follow your local guidelines for sampling. Generally, this means taking the top 6-12" of a plant.



3. Place the top cover on the grinder, and then place the plastic shield over the top.



4. Press the top shield down to start the grinder. Keep the shield pressed down until the grinder stops (20 seconds).

## LIGHTLAB GRINDER OPERATION



5. Remove the shield and cover, and check to be sure the sample is fully homogenized. If not, replace the cover and shield and run the grinder for another 20 seconds.



6. Your sample is now ready to be analyzed. Note LightLab typically uses between 0.2-0.5g of sample for analysis. Follow the on-screen LightLab instructions for preparing your sample for analysis.

# LIGHTLAB GRINDER OPERATION

## CLEANING THE GRINDER

1. Dispose of any extra sample in the grinding cup. Note the metal cup may be removed by twisting the cup 1/8 turn counter-clockwise.



2. Add a few milliliters of denatured alcohol or ethanol to the grinder cup (enough to fill the cup until the solvent reaches the blades). In a pinch, LightLab solvent may be used. LightLab solvent contains water, so after using LightLab solvent it is important to wipe the cup and cap dry before the next use.



3. Replace the cap and shield and press down on shield to start the grinder. Let the grinder run for about 10 seconds.
4. Remove the shield and cap, then dispose of the alcohol or LightLab solvent.
5. Repeat the above steps a second time to ensure the cup is clean. There should be no visible plant material after this second cleaning. If there is still plant material present, repeat the process again until clean.

## LIGHTLAB GRINDER OPERATION

6. Dry the cup and cap with a clean towel or wait for the solvent to evaporate. Ensure the cup and cap are dry before the next sample is added.



# LIGHTLAB SETUP

## LightLab Setup

1. Open LightLab and remove fluidics pouch and power supply.



2. Plug in LightLab if power is available (LightLab has an 8-hour battery).



## LIGHTLAB SETUP

3. Plug in shaker power cord to peripheral port or USB connection (depending on LightLab model). Connect the other end to the shaker.



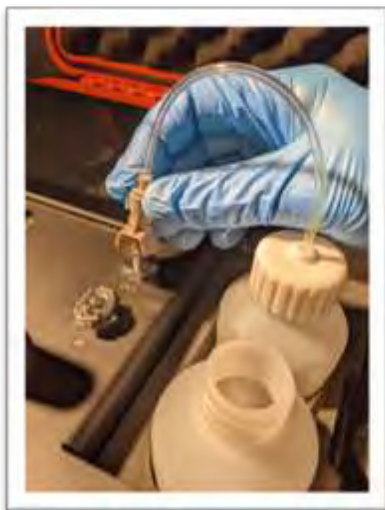
4. Remove waste cap from baton/bag and place on waste container



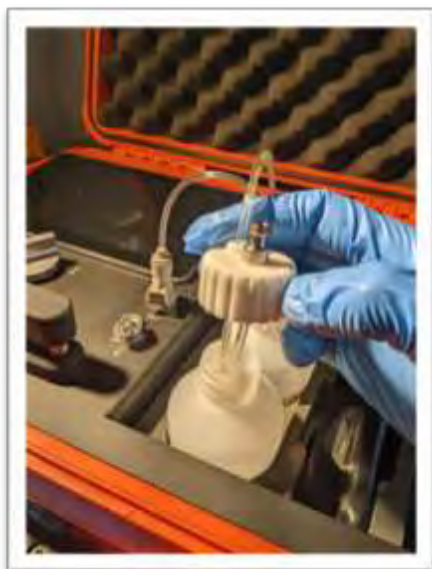


## LIGHTLAB SETUP

5. Attach fluidics line to the “Out” connector on LightLab. Note the metal button on the connector may need to be depressed before it can be attached.

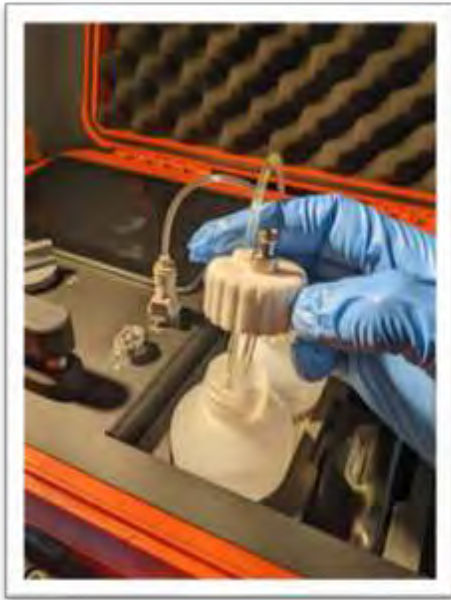


6. Remove solvent cap from baton/bag and place on solvent container with the metal fluidics weights inside the bottle. Never place the sample fluidics onto a waste container.



## LIGHTLAB SETUP

7. Attach fluidics line to the “In” connector on LightLab. Note the metal button on the connector may need to be depressed before it can be attached.



8. Once complete LightLab will look like this. Note older cap styles may have connectors on the caps. Orange Photonics recommends replacing these caps with newer style caps to reduce the chances of bubbles causing errors.



9. Remove Selective Separation Column caps, lift column holder and insert column. Close the holder on the column firmly.

# LIGHTLAB SETUP



10. Turn on LightLab. Startup will take approximately 30 seconds.

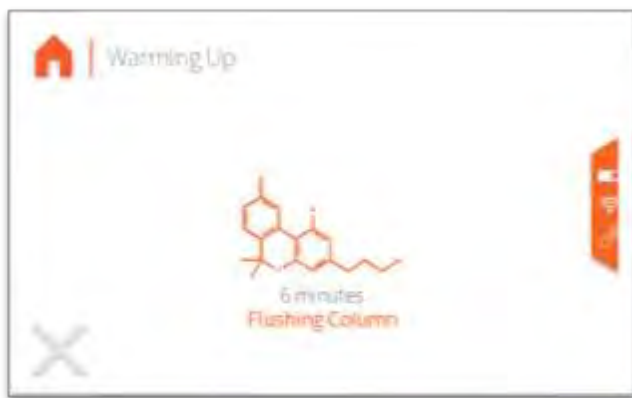


11. Press “Start Warmup” to begin the warmup process. NOTE: the warmup can be skipped if the solvent caps and fluid connections have not been disconnected and the system has been run recently (within one hour).



## LIGHTLAB SETUP

12. Warmup will begin and give an estimated time until complete. The actual time may vary depending on OrangeIntel's determination of the system readiness. The time shown is the best guess at the required timing and will update as the warmup progresses.



13. Once complete, LightLab will show the home screen. You are now ready to begin testing.



# SAMPLE ANALYSIS - PLANT

## Sample Analysis- Plant

Plant analysis should be used with any dried and cured cannabis flower material. LightLab can analyze wet flower as well, although we recommend drying any sample prior to analysis since this results in the highest accuracy. See Appendix 1 for more information on sample drying. If wet samples are run, we recommend using “Young Plant” mode, and results should be considered qualitative.

NOTE: Plants that are not yet in the flowering stage should be run in “Young Plant” mode.

1. Select the type of sample to be measured (Plant for this section).



2. Select the cultivar type of the sample to be measured. If you are unsure, press “Unsure”



# SAMPLE ANALYSIS - PLANT

3. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



4. If Moisture Correction is enabled, enter the moisture content of the sample to be run. If the moisture is not known, you do not want to correct for moisture, or you wish to replicate a lab's "As-Received" data, enter 0 to continue.

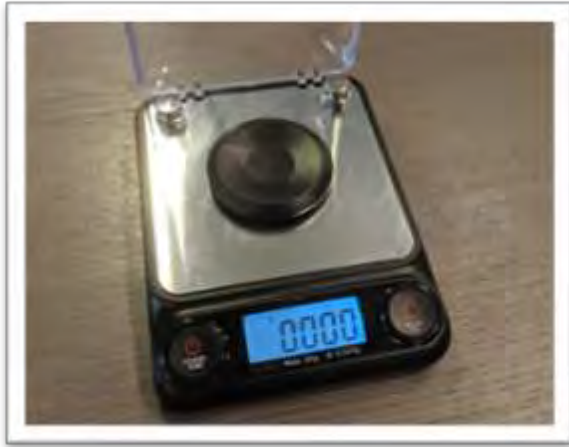


5. Prepare at least 1g of sample with the included electric grinder. Older LightLabs may have a hand grinder. See "LightLab Electric Grinder Instructions" section for full grinder instructions. Press forward arrow on the LightLab screen.



## SAMPLE ANALYSIS - PLANT

6. Place scale on level surface and turn on.



7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



## SAMPLE ANALYSIS - PLANT

- Place a vial on the scale and press “tare”. Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.



- If the cultivar type selected was THC dominant or Unknown, add 0.300g (+/- 0.030g) of sample to the scale. If the cultivar type selected was CBD dominant, add 0.200g (+/-0.020g). Press forward arrow on the screen.





# SAMPLE ANALYSIS - PLANT

10. Type in the exact sample reading on the scale. Press forward arrow on the screen.



11. Add **30ml** of solvent by following the steps below 3 times:

- a. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



## SAMPLE ANALYSIS - PLANT

- b. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.



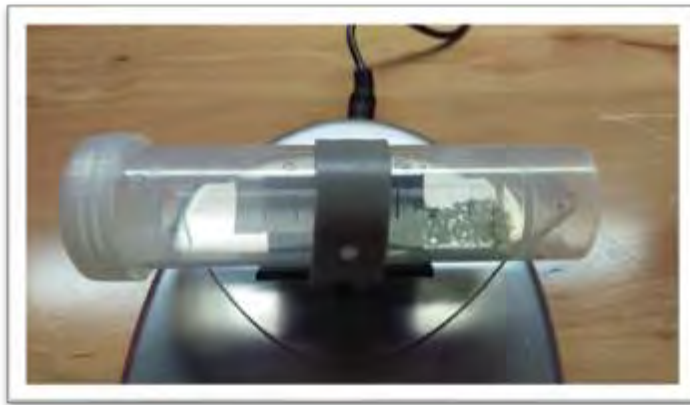
- c. Add contents of syringe to vial.



12. Place cap firmly on vial. Press forward arrow on LightLab screen.

## SAMPLE ANALYSIS - PLANT

13. Place vial into shaker and strap in place, then turn on shaker. Press forward arrow on LightLab screen.



14. Ensure the valve is set to R. Press forward arrow on LightLab screen.



15. Press the "Start" button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



16. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.

## SAMPLE ANALYSIS - PLANT



17. Set valve to L. Press forward arrow on screen.



18. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



19. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.

## SAMPLE ANALYSIS - PLANT



20. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



21. Set valve to R. Press forward arrow on screen.



22. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.

# SAMPLE ANALYSIS - PLANT



23. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the “Share” button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS - PLANT

The image shows a screenshot of the LightLab software interface. The interface is titled "LightLab" and "By Orange Photonics". It displays a "Details" view for a sample analysis. The data is organized into two columns of key-value pairs. The left column includes fields for Date, Serial Number, LightLab, Operator, Sample ID, Method, and Notes. The right column includes fields for Test Type, Moisture, Weight, Solvent, Temperature, and Cultivar. At the bottom of the interface, there are navigation arrows and two buttons labeled "Share" and "Done".

| Field         | Value              | Field       | Value            |
|---------------|--------------------|-------------|------------------|
| Date          | 20180223 12:10:40  | Test Type   | Greenhouse Plant |
| Serial Number | 11000000           | Moisture    | 0.0%             |
| LightLab      | LightLab Dev. Unit | Weight      | 0.316 g          |
| Operator      |                    | Solvent     | 00 ml            |
| Sample ID     | Free               | Temperature | 0.4%             |
| Method        | LightLab 005 C     | Cultivar    |                  |
| Notes         |                    |             |                  |

# SAMPLE ANALYSIS- CONCENTRATES

## Sample Analysis- Concentrates

Concentrates setting should be used for any extracted cannabis material including CO<sub>2</sub>, ethanol and butane extracts, distillates, and other concentrated cannabis extracts. For concentrates, LightLab uses a two-part solvent system. The first solvent allows for good extraction of most concentrates, and the second solvent both prepares the sample chemistry for analysis as well as crashes out any lipids, waxes or oils present in the sample.

1. Place fluidics caps on solvent A and solvent B bottles.

NOTE: Do not leave the fluidics caps on the solvent bottles for storage. Doing so will allow the solvent to evaporate and make extraction difficult. When storing the solvent, replace the fluidics caps with the storage caps that do not have a syringe connector on them.





# SAMPLE ANALYSIS- CONCENTRATES

2. Select the type of sample to be measured (concentrate for this section).



3. Select the type of sample to be measured. If you are unsure, press "Unsure"



4. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



## SAMPLE ANALYSIS- CONCENTRATES

5. Gather at least 0.1 g of sample. Most samples do not need any specific preparation; however, this may vary depending on the sample type.



6. Place scale on level surface and turn on.



## SAMPLE ANALYSIS- CONCENTRATES

7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



8. Place a vial on the scale and press "tare". Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.



## SAMPLE ANALYSIS- CONCENTRATES

9. If THC Dominant sample type was selected, add 0.1g (+/- 0.010g) to the vial by pouring sample into the vial or smearing the sample on the side of the vial. If CBD Dominant sample type was selected, add 0.070g (+/-0.007g). Press forward arrow on the screen.



10. Type in the exact sample reading on the scale. Press forward arrow on the screen.



## SAMPLE ANALYSIS- CONCENTRATES

11. Add **20ml of Solvent A** to the vial by following the steps below twice:
  - a. Connect the syringe to the fluidics cap on **Solvent A** and pull up plunger to fill syringe. Fill syringe with at least 10ml of solvent.



## SAMPLE ANALYSIS- CONCENTRATES

- b. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.



- c. Add contents of syringe to vial.



## SAMPLE ANALYSIS- CONCENTRATES

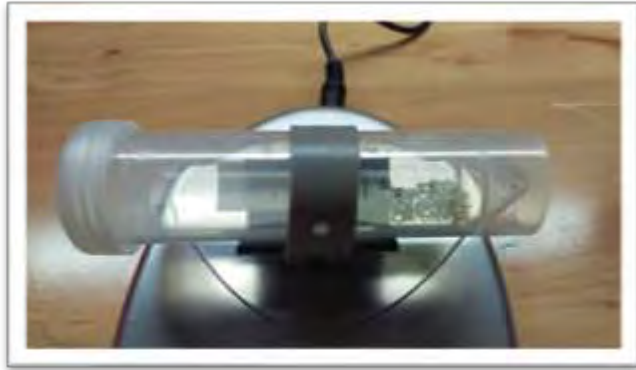
12. Place cap firmly on vial. Press forward arrow on LightLab screen.
13. (optional) Place the extraction vial into the sample heater, then fill the included measuring cup with water and pour contents into the heater. Most samples will be heated sufficiently by filling measuring cup to the "E" line. Press firmly down on the orange button near the bottom of the heater to start heating.  
NOTE: this step may be optional and may be skipped if the sample readily extracts in Solvent A. Distillates and winterized oils typically don't need heat, crude or un-winterized oils typically need heat.



14. The heater will boil water and make steam which causes the contents of the sample vial to warm up. Heating takes approximately 2 minutes.

## SAMPLE ANALYSIS- CONCENTRATES

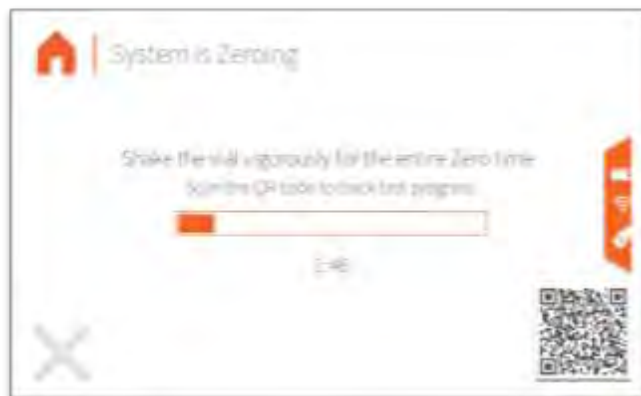
15. Once the orange light on the heater turns off and all water in the heater has boiled away, remove vial carefully (it may be hot!) and place vial into shaker and strap in place. Turn on the shaker. Press forward arrow on screen. NOTE: For best results place sample into shaker immediately after heating is complete. If the sample cools off the extraction may be poor.



16. Ensure the valve is set to RUN. Press forward arrow on LightLab screen.



17. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.





## SAMPLE ANALYSIS- CONCENTRATES

18. Once zero is complete, remove vial from shaker and add **10ml of Solvent B**. Give the vial a quick hand shake to ensure the solvent is mixed.



19. Add syringe filter onto sample port. Press forward arrow on screen.



20. Set valve to L. Press forward arrow on screen.



## SAMPLE ANALYSIS- CONCENTRATES

21. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



22. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.

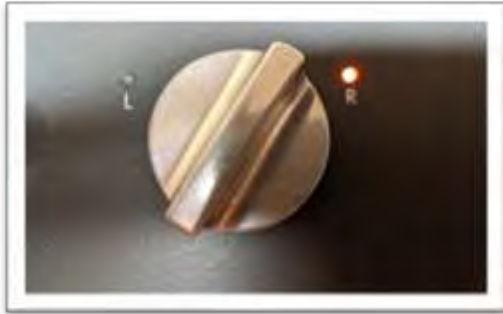


23. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.

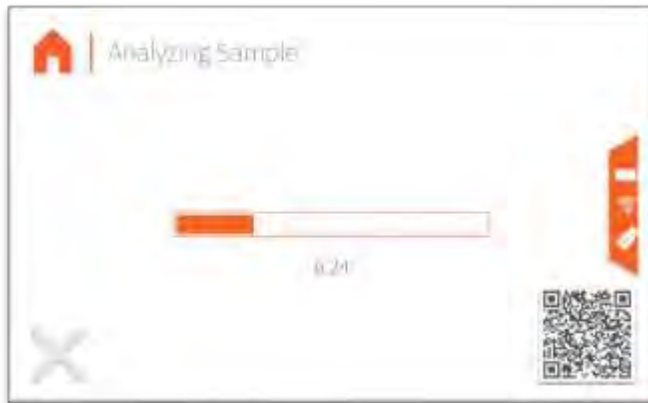


# SAMPLE ANALYSIS- CONCENTRATES

24. Set valve to R. Press forward arrow on screen.



25. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



24. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the “Share” button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.

# SAMPLE ANALYSIS- CONCENTRATES

**LightLab<sup>3</sup>**  
by Orange Photonics

Summary

Test Date: 02/14/22 10:00:00  
 Sample ID: 1760  
 Test Type: Unknown Plant

Top Detected Cannabinoids:

|           |      |        |       |
|-----------|------|--------|-------|
| THC-A     | 8.0% | D9-THC | 0.01% |
| Total THC | 1.8% | CBD-A  | 0.73% |

Share Done

**LightLab<sup>3</sup>**  
by Orange Photonics

Cannabinoid Profile

|           |       |          |       |
|-----------|-------|----------|-------|
| Total THC | 1.8%  | CBN-A    | ND    |
| Total CBD | ND    | CBN      | ND    |
| THC-A     | 8.0%  | CBC-A    | 0.53% |
| D9-THC    | 0.01% | CBC      | ND    |
| CBD-A     | ND    | DB-THC*  | ND    |
| CBD       | ND    | D10-THC  | ND    |
| CBG-A     | 0.73% | Terpenes | Low   |
| CBG       | ND    |          |       |

Share Done

**LightLab<sup>3</sup>**  
by Orange Photonics

Details

|               |                   |             |               |
|---------------|-------------------|-------------|---------------|
| Date          | 02/14/22 10:00:00 | Test Type   | Unknown Plant |
| Serial Number | 11000001          | Moisture    | 00%           |
| LightLab      | High's Desktop    | Weight      | 0.11g         |
| Operator      |                   | Solvent     | 00 ml         |
| Sample ID     | 1760              | Temperature | 0.11          |
| Method        | UNKNOWN           | Cultivar    |               |
| Notes         |                   |             |               |

Share Done

## SAMPLE ANALYSIS- CONCENTRATES

26. If no further tests are going to be completed, remove the fluidics caps on the concentrate extract solvent bottles and replace with the storage caps. The storage caps do not have syringe connections on them.



# SAMPLE ANALYSIS- YOUNG PLANT

## Sample Analysis- Young Plant

Young Plant analysis should be used for any cannabis plant before flowering has begun. Orange Photonics recommends drying wet samples if possible before analysis for quantitative results. See Appendix 1 for drying suggestions

NOTE: Young Plant is an advanced analysis that may require modifications to the procedure below depending on the data/reporting required. It is not recommended for novice LightLab users.

1. Select “Advanced” as the sample type for the main screen.



2. Select the type of sample to be measured from the new list that appears (Young Plant for this section).



3. If moisture correction is enabled, enter the moisture content of the sample to be run. For THC/CBD ratio testing, we recommend entering 0 and not drying the plant. For quantitative analysis, we recommend either analyzing the moisture content using a gravimetric moisture meter or drying the sample to 0% moisture. See Appendix 1 for drying recommendations.

# SAMPLE ANALYSIS- YOUNG PLANT



The screenshot shows a mobile application interface titled "Moisture Content". At the top left is a home icon, and at the top right is a battery icon showing 23%. Below the title is a numeric keypad with buttons for digits 1-9, 0, and a decimal point. To the right of the keypad, it says "Enter a value between 0.0% and 200%". Below that is a "Value" label and a text input field containing "96". There are back and forward navigation arrows at the bottom corners.

27. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



The screenshot shows a mobile application interface titled "Enter tags for this sample". At the top left is a home icon, and at the top right is a battery icon showing 23%. Below the title are four text input fields arranged in a 2x2 grid, labeled "Sample ID", "Cultivar", "Notes", and "Operator". There are back and forward navigation arrows at the bottom corners.

4. Gather about 1g of sample from the plant. Note the cannabinoid content may be significantly different from a leaf sample when compared to a flower. We recommend gathering flower parts for flowering plants and large healthy leaves for vegetative plants.
5. Place scale on level surface and turn on.



## SAMPLE ANALYSIS- YOUNG PLANT

6. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



7. Place a vial on the scale and press "tare". Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.





## SAMPLE ANALYSIS- YOUNG PLANT

8. Chop or cut the plant material into pieces, then add the amount of sample indicated by LightLab (0.500 +/- 0.05g) to the vial.



9. Type in the exact sample reading on the scale. Press forward arrow on the LightLab screen.



## SAMPLE ANALYSIS- YOUNG PLANT

10. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



11. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.



## SAMPLE ANALYSIS- YOUNG PLANT

12. Add contents of syringe to vial.



13. Place cap firmly on vial. Press forward arrow on LightLab screen.

14. Ensure the valve is set to R. Press forward arrow on LightLab screen.



15. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



## SAMPLE ANALYSIS- YOUNG PLANT

16. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.



17. Set valve to L. Press forward arrow on screen.



18. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



## SAMPLE ANALYSIS- YOUNG PLANT

19. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.



20. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



21. Set valve to R. Press forward arrow on screen.



# SAMPLE ANALYSIS- YOUNG PLANT

22. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



23. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the "Share" button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- YOUNG PLANT



**LightLab<sup>3</sup>**  
by Change Protocols

### Cannabinoid Profile

|           |       |          |       |
|-----------|-------|----------|-------|
| Total THC | 7.8%  | CBN-A    | ND    |
| Total CBD | ND    | CBN      | ND    |
| THC-A     | 8.0%  | CBC-A    | 0.54% |
| DP-THC    | 0.01% | CBC      | ND    |
| CBD-A     | ND    | DB-THC*  | ND    |
| CBD       | ND    | DJ0-THC  | ND    |
| CBG-A     | 0.73% | Terpenes | Low   |
| CBG       | ND    |          |       |

Share Done



**LightLab<sup>3</sup>**  
by Change Protocols

### Details

|               |            |             |               |
|---------------|------------|-------------|---------------|
| Date          | 10/10/2018 | Test Type   | Unknown Plant |
| Serial Number | 1100000    | Moisture    | 10%           |
| LightLab      | LightLab3  | Weight      | 0.16g         |
| Operator      |            | Solvent     | 95%           |
| Sample ID     | Prod       | Temperature | 100           |
| Method        | LightLab3  | Cultivar    |               |
| Notes         |            |             |               |

Share Done

# SAMPLE ANALYSIS- RAFFINATE

## Sample Analysis- Raffinate

Raffinate analysis should be used for plant material which has previously been extracted using CO<sub>2</sub>, Butane, Ethanol, etc. Raffinate is typically tested to ensure extraction was run to completion. The addition of 600mg rather than the 300mg used for Flower analysis allows a detection limit of 0.25% (flower has a detection limit of 0.5%)

1. Select “Advanced” as the sample type for the main screen.



2. Select the type of sample to be measured from the new list that appears (Raffinate for this section).





## SAMPLE ANALYSIS- RAFFINATE

3. If Moisture Correction is enabled, enter the moisture content of the sample to be run. If the moisture is not known, enter 0 to continue.



4. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.

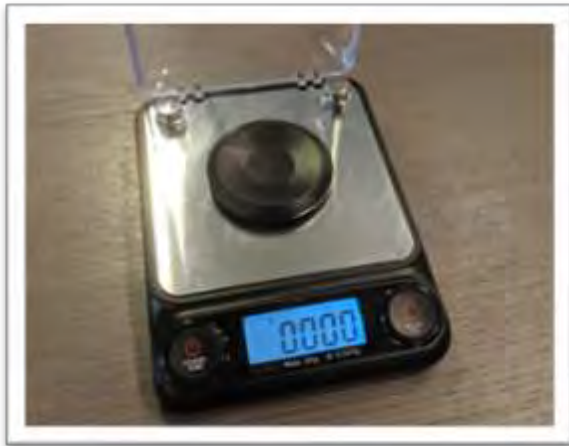


5. Gather at least 2g of raffinate and grind if required with the included electric grinder. Older LightLabs may have a hand grinder. See “LightLab Electric Grinder Instructions” section for full grinder instructions. Note gathering and analyzing multiple samples from different locations within the extraction vessel may help to determine whether any channeling or poor extraction is occurring. Channeling, poor packing of an extraction vessel or other issues may result in significant variation in cannabinoid content within the raffinate material.

## SAMPLE ANALYSIS- RAFFINATE



6. Place scale on level surface and turn on.



7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



- 8.

## SAMPLE ANALYSIS- RAFFINATE

9. Place a vial on the scale and press “tare”. Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.



10. Add 0.6 g (+/-0.060g) to the scale. Press forward arrow on the screen.



## SAMPLE ANALYSIS- RAFFINATE

11. Type in the exact sample reading on the scale. 0.540-0.660g is an acceptable range. Press forward arrow on the screen. Press forward arrow on the LightLab screen.



12. Add **30ml** of solvent by following the steps below 3 times:
  - a. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



- b. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.

## SAMPLE ANALYSIS- RAFFINATE



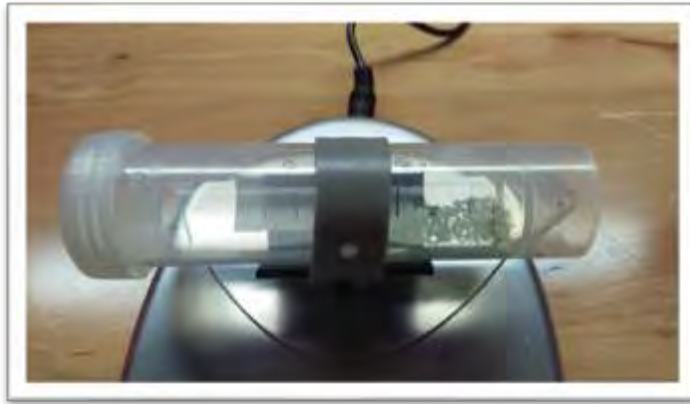
c. Add contents of syringe to vial.



13. Place cap firmly on vial. Press forward arrow on LightLab screen.

14. Place vial into shaker and strap in place, then turn on shaker. Press forward arrow on LightLab screen.

## SAMPLE ANALYSIS- RAFFINATE



15. Ensure the valve is set to R. Press forward arrow on LightLab screen.



16. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



17. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.

## SAMPLE ANALYSIS- RAFFINATE



18. Set valve to L. Press forward arrow on screen.



19. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



## SAMPLE ANALYSIS- RAFFINATE

20. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.



21. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



22. Set valve to R. Press forward arrow on screen.





## SAMPLE ANALYSIS- RAFFINATE

23. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



24. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the "Share" button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- RAFFINATE



The screenshot shows the 'Cannabinoid Profile' screen in the LightLab3 application. It features a list of cannabinoids and their percentages. The 'THC-A' row is highlighted in green. On the right side, there is a vertical orange bar with a white 'L' logo and a Wi-Fi symbol. At the bottom, there are 'Share' and 'Done' buttons and navigation arrows.

| Compound  | Percentage | Compound | Percentage |
|-----------|------------|----------|------------|
| Total THC | 7.8%       | CBN-A    | ND         |
| Total CBD | ND         | CBN      | ND         |
| THC-A     | 8.0%       | CBC-A    | 0.53%      |
| DB-THC    | 0.01%      | CBC      | ND         |
| CBD-A     | ND         | DB-THC*  | ND         |
| CBD       | ND         | D10-THC  | ND         |
| CBG-A     | 0.73%      | Terpenes | Low        |
| CBG       | ND         |          |            |



The screenshot shows the 'Details' screen in the LightLab3 application. It displays various test parameters and results in a grid format. On the right side, there is a vertical orange bar with a white 'L' logo and a Wi-Fi symbol. At the bottom, there are 'Share' and 'Done' buttons and navigation arrows.

| Parameter     | Value      | Parameter   | Value        |
|---------------|------------|-------------|--------------|
| Date          | 02/02/2024 | Test Type   | Unknown File |
| Serial Number | 1100000    | Moisture    | 10%          |
| LightLab      | LightLab 3 | Weight      | 0.16 g       |
| Operator      | LightLab 3 | Solvent     | 95%          |
| Sample ID     | Prod       | Temperature | 10.1         |
| Method        | LightLab 3 | Cultivar    |              |
| Notes         |            |             |              |

# SAMPLE ANALYSIS- TINCTURE

## Sample Analysis- Tinctures

Infused product should be selected when analyzing products infused with cannabis, for example tinctures or edibles. Infused products may require specialized sample preparation techniques. Infused product setting reports samples in mg/g, weight percent or mg/ml to facilitate easy conversion to dosage. For example, a sample that reads 2mg/g and has a weight of 5g would have a total dose of 10mg ( $2\text{mg/g} \times 5\text{g}$ ). We recommend validating any sample preparation and analysis before routine analysis. Some samples may not be possible to measure with a standard LightLab analyzer or may require customized sample preparation. Contact Orange Photonics support if assistance is required.

NOTE: Infused Product is an advanced analysis that may require modifications to the procedure below depending on the data/reporting required. It is not recommended for novice LightLab users.

1. Select “Advanced” as the sample type from the main screen.



2. Select the type of sample to be measured from the new list that appears (Tincture for this section).



## SAMPLE ANALYSIS- TINCTURE

3. Select the units of measurement the results should be returned in. mg/g and percent are both determined based on weight, whereas mg/ml is determined based on volume. Typically weight measurement is more accurate since errors in volume measurement aren't corrected. We therefore recommend mg/g if you are unsure of what to select.



4. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



5. Gather a representative sample to be analyzed. The minimum amount of sample required is 0.3g/0.3ml depending on options selected.

## SAMPLE ANALYSIS- TINCTURE

6. Place scale on level surface and turn on. NOTE: If mg/ml was selected, LightLab will ask for a volume only. No weighing is required for mg/ml measurement. Skip to step 12 for mg/ml measurement.



7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



## SAMPLE ANALYSIS- TINCTURE

8. Place a vial on the scale and press “tare”. Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.



9. Add the amount of sample required for analysis to the vial. The amount required will be suggested by LightLab depending on options selected. If a User Defined Range is selected, any weight may be used.



# SAMPLE ANALYSIS- TINCTURE

10. Type in the exact sample reading on the scale. Press forward arrow on the screen.



11. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



12. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to the required volume. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.

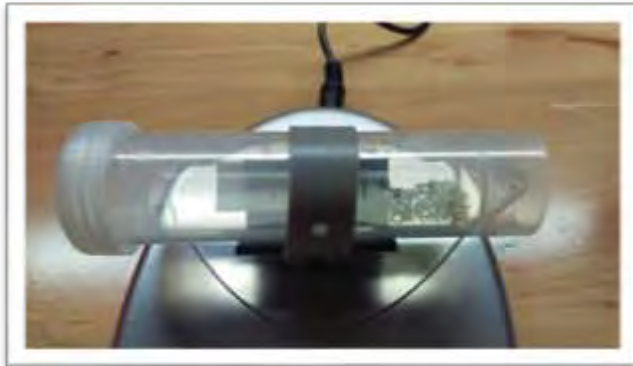


# SAMPLE ANALYSIS- TINCTURE

1. Add contents of syringe to vial.



2. Place cap firmly on vial. Press forward arrow on LightLab screen.
3. Place vial into shaker and strap in place, then turn on shaker. Press forward arrow on LightLab screen.



4. Ensure the valve is set to RUN. Press forward arrow on LightLab screen.





## SAMPLE ANALYSIS- TINCTURE

5. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



6. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.



7. Set valve to L. Press forward arrow on screen.



## SAMPLE ANALYSIS- TINCTURE

8. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. NOTE: Some tinctures may create an emulsion, where oil droplets are suspended in LightLab solvent like oil-based salad dressing. Do not let the sample settle out before pulling sample into syringe. If the sample is settled, a vigorous hand shake will typically re-suspend the sample. If the sample settles before pulling it into the syringe, LightLab will report a lower than expected value. Press forward arrow on screen.



9. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen. Note a large (25.4mm) syringe filter is recommended. If the sample is too difficult to inject with a syringe filter in place, and is known to be free of particulates, the sample can be injected with no filter. Note not using a filter increased the risk of clogging your LightLab.



# SAMPLE ANALYSIS- TINCTURE

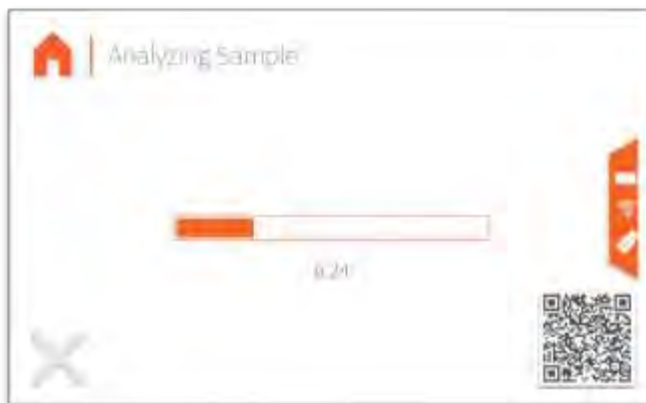
10. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



11. Set valve to R. Press forward arrow on screen.



12. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



# SAMPLE ANALYSIS- TINCTURE

13. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the “Share” button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- TINCTURE



# SAMPLE ANALYSIS- ISOLATE

## Sample Analysis- Isolate

Isolate Analysis should be used for isolated, powdered/crystalline nearly pure material, typically CBD. This mode will indicate the purity of the isolate material. Note that sample preparation and analysis errors are often higher than expected. LightLab will NOT be able to tell wither an isolate is 99.8 vs 99.7% pure. Errors for isolates are typically +/- 3%. A good quality analytical balance is required for accurate measurement since the provided LightLab scale contributes significant error to an isolate measurement.

1. Select "Advanced" as the sample type from the main screen.



2. Select the type of sample to be measured from the new list that appears (Isolate for this section).



## SAMPLE ANALYSIS- ISOLATE

3. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



4. Weigh out 0.050g (+/-0.005g) of sample into vial using a laboratory balance. Type in the exact sample reading on the scale. Press forward arrow on the screen.



5. Add **30ml** of solvent by following the steps below 3 times:
  - a. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



## SAMPLE ANALYSIS- ISOLATE

- b. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.



- c. Add contents of syringe to vial.

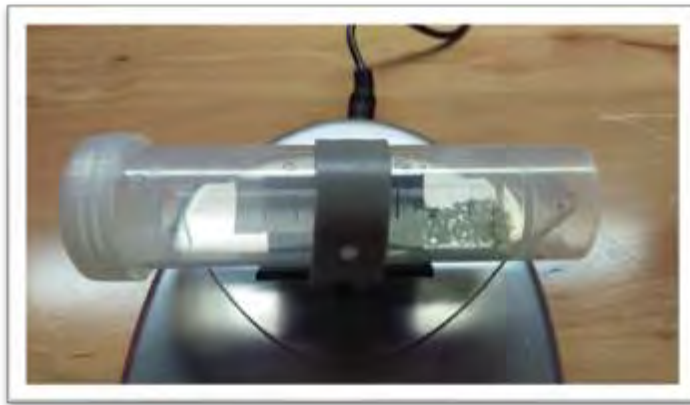


6. Place cap firmly on vial. Press forward arrow on LightLab screen.



## SAMPLE ANALYSIS- ISOLATE

7. Place vial into shaker and strap in place, then turn on shaker. Press forward arrow on LightLab screen.



8. Ensure the valve is set to R. Press forward arrow on LightLab screen.



9. Press the "Start" button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



## SAMPLE ANALYSIS- ISOLATE

10. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.



11. Set valve to L. Press forward arrow on screen.



12. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



## SAMPLE ANALYSIS- ISOLATE

13. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.



14. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



15. Set valve to R. Press forward arrow on screen.



# SAMPLE ANALYSIS- ISOLATE

16. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



17. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the "Share" button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- ISOLATE



LightLab<sup>3</sup> by Change Protocols

### Cannabinoid Profile

|           |       |          |       |
|-----------|-------|----------|-------|
| Total THC | 7.8%  | CBN-A    | ND    |
| Total CBD | 12%   | CBN      | ND    |
| THC-A     | 8.0%  | CBC-A    | 0.54% |
| DI-THC    | 0.01% | CBC      | ND    |
| CBD-A     | ND    | DB-THC*  | ND    |
| CBD       | ND    | D2-THC   | ND    |
| CBG-A     | 4.73% | Terpenes | Low   |
| CBG       | ND    |          |       |

Share Done



LightLab<sup>3</sup> by Change Protocols

### Details

|               |            |             |               |
|---------------|------------|-------------|---------------|
| Date          | 11/10/2018 | Test Type   | Unknown Plant |
| Serial Number | 1110000    | Moisture    | 10%           |
| LightLab      | LightLab3  | Weight      | 0.16g         |
| Operator      |            | Solvent     | 95%           |
| Sample ID     | Prod       | Temperature | 100           |
| Method        | LightLab3  | Cultivar    |               |
| Notes         |            |             |               |

Share Done

# SAMPLE ANALYSIS- CUSTOM

## Sample Analysis- Custom

Custom should be selected when analyzing products that fall outside of any standard LightLab measurable products. Custom analysis may require specialized sample preparation techniques. We recommend validating any sample preparation and analysis before routine analysis. Some samples may not be possible to measure with a standard LightLab analyzer. Contact Orange Photonics support if assistance is required.

NOTE: Custom is an advanced analysis that may require modifications to the procedure below depending on the data/reporting required. It is not recommended for novice LightLab users.

1. Select “Advanced” as the sample type from the main screen.



1. Select the type of sample to be measured from the new list that appears (Custom for this section).



## SAMPLE ANALYSIS- CUSTOM

2. Select the desired units for analysis. For typical analysis, percent by weight is used. In cases where the sample to be analyzed is an edible, tincture or other dosed product, mg/g or mg/ml may be more appropriate. Contact Orange Photonics Support if assistance is required.



3. If Moisture Correction is enabled, enter the moisture content of the sample to be run. If your sample is not a wet plant, the moisture is not known, you do not want to correct for moisture, or you wish to replicate a lab's "As-Received" data, then enter 0 to skip this step and proceed to the next screen.



## SAMPLE ANALYSIS- CUSTOM

4. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.



5. Gather a representative sample to be analyzed. The amount of sample required will vary depending on the potency and type of sample. LightLab analyzer can analyze between 0.1-3mg cannabinoid/1ml LightLab solvent. The recommended target value is 1.5mg cannabinoid/1ml LightLab solvent. We recommend using at least 10ml of LightLab solvent and 100mg of sample for best accuracy.
6. Place scale on level surface and turn on.





## SAMPLE ANALYSIS- CUSTOM

7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



8. Place a vial on the scale and press "tare". Ensure scale now reads zero with the vial resting on it. Press forward arrow on the LightLab screen.



# SAMPLE ANALYSIS- CUSTOM

9. Add the amount of sample required for analysis to the vial (1-99999mg is allowed).



10. Type in the exact sample reading on the scale. Press forward arrow on the screen.



## SAMPLE ANALYSIS- CUSTOM

11. Enter the exact amount of total volume added into LightLab. If the sample is a liquid, the amount will be the amount of LightLab solvent plus the amount of sample volume. If the sample is dry, enter only the amount of LightLab solvent added. Press the forward arrow on the screen.

NOTE: Be careful when entering the amount of solvent! Adding a different amount than is indicated on the LightLab screen will cause incorrect results to be displayed.

NOTE: Depending on the type of sample, LightLab Solvent A and B may be used. Always use solvent A and B in a 2:1 ratio.

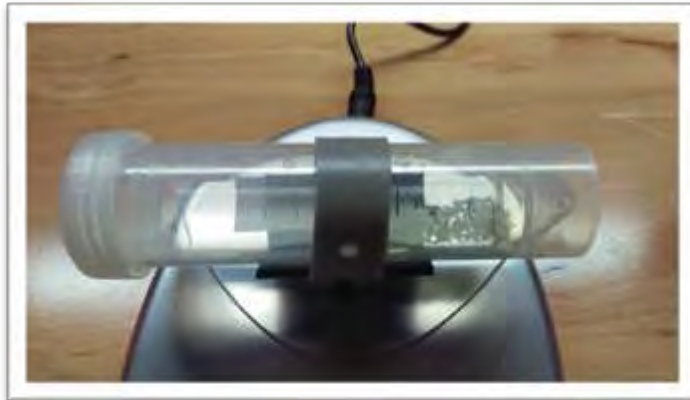


12. Add desired amount of solvent to vial.



## SAMPLE ANALYSIS- CUSTOM

13. Perform sample extraction required for analysis. This may involve using sample warmer and/or shaker or external equipment. Ensure sample is fully extracted into LightLab solvent to ensure accurate results.



18. Ensure the valve is set to R. Press forward arrow on LightLab screen.



19. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



## SAMPLE ANALYSIS- CUSTOM

20. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.



21. Set valve to L. Press forward arrow on screen.



22. Remove cap from vial and pull at least 3 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



23. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.

## SAMPLE ANALYSIS- CUSTOM



24. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



25. Set valve to R. Press forward arrow on screen.



26. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.

# SAMPLE ANALYSIS- CUSTOM



27. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the “Share” button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- CUSTOM



LightLab<sup>3</sup> by Orange Photonics | Cannabinoid Profile

|           |       |          |        |
|-----------|-------|----------|--------|
| Total THC | 7.81% | CBN-A    | ND     |
| Total CBD | 121   | CBN      | ND     |
| THC-A     | 8.01% | CBCA     | 0.514% |
| DI-THC    | 0.01% | CBC      | ND     |
| CBD-A     | ND    | DB-THC*  | ND     |
| CBD       | ND    | D10-THC  | ND     |
| CBG-A     | 0.11% | Terpenes | Low    |
| CBG       | ND    |          |        |

Share Done



LightLab<sup>3</sup> by Orange Photonics | Details

| Date          | 10/20/2019 12:48 | Test Type   | Custom Panel |
|---------------|------------------|-------------|--------------|
| Serial Number | 100000           | Moisture    | 0.1%         |
| LightLab      | HUGO'S DRY LAB   | Weight      | 0.135 g      |
| Operator      |                  | Solvent     | None         |
| Sample ID     | Flid             | Temperature | 0.1 C        |
| Method        | algebraMPC       | Cultivar    |              |
| Notes         |                  |             |              |

Share Done



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

## Sample Analysis- Hemp Compliance

LightLab may be purchased with an optional Hemp Compliance Module which allows detection of THCA and D9THC in hemp samples down to 0.05% with high precision. When using this mode, only THCA and D9THC values will be displayed. To determine other cannabinoids, a separate analysis must be made. Hemp analysis can be used on dried hemp material with a maximum THCA or D9THC level of 5%. Note plant material analyzed with Hemp Compliance mode must be dried prior to analysis. See Appendix 1 for more information on sample drying.

It is important to follow as closely as possible to the sampling and sample preparation techniques used by regulators in your location. We highly recommend contacting your regulator to learn about how they will sample your crop and prepare the sample for analysis. These instructions may need to be modified to match your regulator's requirements.

1. Turn LightLab on and let the analyzer warm up for 30 minutes if measurements are critical. If the instrument has not been used in more than 3 days, we also recommend running a flush bubbles sequence to ensure the fluidic lines are clear of contaminants and LightLab is fully warmed up. Note the warmup time can be included in the 30-minute warmup.
2. Select the type of sample to be measured (Hemp Compliance for this section). If the Hemp Compliance button is not visible, contact Orange Photonics to purchase a hemp compliance module.



3. Add sample tags to the sample record if desired. Sample tags are free form text fields for storing information about the sample. They will be saved along with the sample results and can be accessed later.

# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS



4. Dry at least 3g of sample if it is plant material that is not already dry. The sample should be completely dried, see Appendix 1 for drying suggestions.
5. Prepare at least 1g of sample with the included electric grinder. See "LightLab Electric Grinder Instructions" section for full grinder instructions. We recommend following your local sampling guidelines and grinding the amount of plant required by your local jurisdiction. This is generally in the range of 6-12" of the top of a plant. Press forward arrow on the LightLab screen.



6. Place scale on level surface and turn on.



## SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

7. Check calibration of scale by placing 10g calibration weight on scale. Results should be between 9.997 and 10.003. If not proceed to Section 11 to recalibrate scale.



8. Place a vial on the scale and press "tare". Ensure scale now reads zero with cap resting on it. Press forward arrow on the LightLab screen.



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

9. Add 1.0g (+/- 0.1g) to the scale. Press forward arrow on the screen.



10. Type in the exact sample reading on the scale. 0.900-1.000g is an acceptable range. Press forward arrow on the screen.



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

11. Add **20ml** of solvent by following the steps below twice:

- a. Connect the syringe to the solvent cap and pull plunger up to fill syringe. Fill syringe with at least 10ml of solvent.



- b. Invert the syringe so that the bubble floats to the tip. Depress the plunger to remove the air bubbles and get the syringe volume to exactly 10ml. A tissue may be used to catch any excess solvent.

NOTE: It is important to ensure the syringe has exactly 10ml of solvent for accurate results.



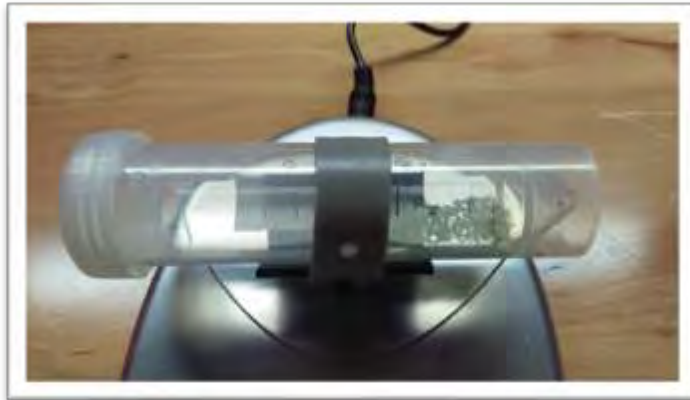
# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

c. Add contents of syringe to vial. Place cap firmly on vial.



12. Place cap firmly on vial. Press forward arrow on LightLab screen.

13. Place vial into shaker and strap in place, then turn on shaker. Press forward arrow on LightLab screen.



28. Ensure the valve is set to R. Press forward arrow on LightLab screen.



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

29. Press the “Start” button. The zero process will begin, and a shaker timer will appear. Note in some cases OrangeIntel will determine that more time is required to ensure a successful sample run. LightLab will beep and indicate that the shaker should be stopped while the system finishes up zeroing.



30. Once Zero is complete, add syringe filter onto sample port. Press forward arrow on screen.



31. Set valve to L. Press forward arrow on screen.



## SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

32. Remove cap from vial and pull at least 4 ml of sample into syringe used previously. The exact amount of sample isn't important. Press forward arrow on screen.



33. Place syringe on syringe filter at sample port by gently twisting it on about a quarter turn. Press forward arrow on screen.





# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

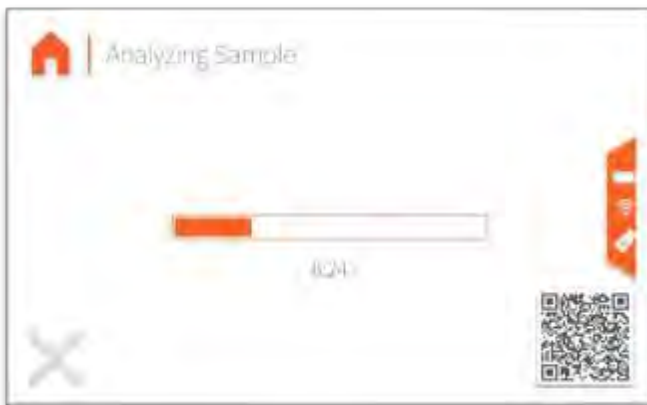
34. Slowly inject at least 3ml of sample into sample port. The exact amount isn't important. There will be some resistance when injecting a sample- this is normal. Press forward arrow on screen.



35. Set valve to R. Press forward arrow on screen.



36. Press Start. LightLab will begin to analyze the sample. Results will be ready in 8 minutes and 30 seconds.



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

37. Once sampling is complete, results are displayed on the screen. If a USB drive is connected, results will be added to a comma separated value (Excel compatible) file. If internet is connected, capturing the QR code will direct your mobile device to the Mobile Monitoring results page. Pressing the “Share” button will share results to a mobile phone or email. Do not reuse syringe, filter or vial for future tests unless re-running the same sample.



# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS



14. If LightLab is going to be shut down after a hemp compliance tests, it is recommended to flush the injection port with clean LightLab solvent. This avoids contamination of the internal check valves from the high concentration hemp material that can cause check valves to leak.

# SAMPLE ANALYSIS- CONVERTED CANNABINOIDS

## Sample Analysis- Converted Cannabinoids

LightLab may be purchased with an optional Converted Cannabinoids Module which enables an extra sample type button for converted cannabinoid analysis. Note these analysis modes should be used only when samples are expected to contain converted cannabinoids, or are labeled with converted cannabinoids. Typically these are labeled as containing “THC-O, THCO, HHC or THCP”.

1. Select the “Converted Cannabinoid” Analysis type from the “Advanced” screen.



2. Select the type of sample to be measured. Concentrates are directly supported, other products can be analyzed with the “Custom Converted Cannabinoid” mode. See the “Sample Analysis- Custom” section for more information on custom analysis.



3. Follow the on-screen instructions to complete the analysis. Note the process for analyzing concentrates is the same for standard concentrates, see section “Sample Analysis- Concentrates” for detailed instructions.

# SHUTTING DOWN

## Shutting Down

If LightLab is typically left in one location, it does not need to be completely packed away and can remain set up. If the device will be used again in less than one day, we recommend simply turning off the analyzer. If the device will not be used for more than a day, we recommend removing the LightLab Solvent cap and replacing it with the storage cap to avoid excessive evaporation. The column can remain in place in either case.

To completely shut down and pack away LightLab use the following steps:

1. Before shutting down the instrument, we recommend flushing the sample input lines. Doing so will clean out any debris that has built up in the lines. To flush the lines:
  - a. Fill a 10ml syringe about halfway (5ml) with LightLab solvent. If available, pure ethanol, pure methanol, or denatured alcohol will work even better than LightLab solvent.



- b. Once it is halfway filled, pull the syringe up to 10ml. There should be half solvent and half air in the syringe.



# SHUTTING DOWN

- c. Connect the syringe to the sample input port with no syringe filter in place.



- d. Set the valve to "Run".



- e. Depress the syringe until both the solvent and air have flushed through the sample input and the syringe is empty.



# SHUTTING DOWN

2. Turn off LightLab and unplug system.



3. The AC adapter and plug can be stored in the right side of the storage compartment.



4. Remove Selective Separation Column by lifting column holder. Place caps on the column. Close column holder.

NOTE: It is important to keep the column wet for best performance. Always immediately replace caps when storing the column, do not store without caps in place. The column can be stored in the small hole near the center of the instrument.



## SHUTTING DOWN

5. Remove fluid lines by pressing the metal lock on the side of the fittings and place in cap bag.



6. Remove solvent and waste caps and place in bag. Place storage cap on solvent bottles and tighten firmly. Note the red cap is meant for the waste container. Do not mix up the caps, as contamination of LightLab solvent can cause errors.





# SHUTTING DOWN

7. The bag can be stored directly above the AC adapter on the right side of the storage compartment.



8. The scale can be placed in the middle of the storage compartment along with the pair of tweezers.



9. Unplug shaker power cord and place in the large storage compartment. other small parts can be placed in the large storage compartment as well



## SHUTTING DOWN

10. The shaker can be placed on top of the large compartment with the shaking mechanism toward the middle of LightLab. The case is now ready to close.



11. LightLab is now ready to travel. While the device is hardened against bumps and shaking, it is a scientific instrument and should be treated with care when transporting.

NOTE: If stored for extended periods, store device flat (as shown in the following picture) to eliminate the chance of solvent leaking from the bottles or remove any solvent from the analyzer.

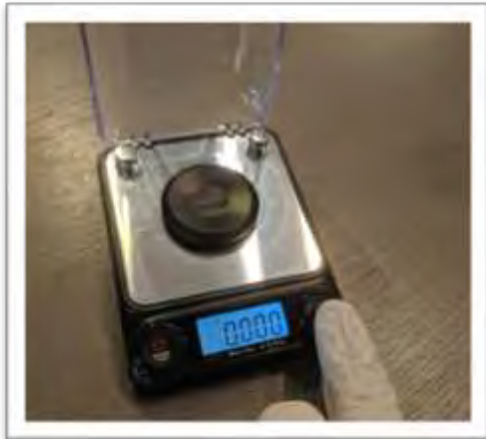


# SCALE CALIBRATION

## Scale Calibration

Note: Refer to scale manual if your scale type is different. Most LightLab scales have nearly identical calibration instructions.

1. If the calibration weight does not read between 9.997 and 10.003g then a scale calibration is required. Make sure the scale is on a level surface and there is no significant air movement. Turn scale on and wait until scale reads 0.000g.



2. Press and hold the Mode/Cal button for 3 seconds. CAL should be displayed on the screen.



3. Press the Cal button once more. 10.000 will start flashing on the scale. Add a 10g calibration weight to the scale.

# SCALE CALIBRATION



4. After a few seconds, the scale will begin to flash 20.000. Add the second calibration weight.



5. After a few seconds, the scale will display PASS. The scale is now calibrated.



# LIGHTLAB SETTINGS

## LightLab Main Menu

The main menu can be accessed by pressing the menu button on the home screen. The settings have 6 main categories.



### FLUIDICS



#### Load Solvent

When the LightLab solvent runs low, select "Load Solvent" button, and follow instructions to ensure solvent is loaded without air bubbles. This requirement may be skipped if solvent is simply added to the sample vial without disturbing any of the fluidics lines. Be careful not to allow the waste container to become overfilled!

# LIGHTLAB SETTINGS

1. Detach waste fluid line and remove waste cap. Remove waste bottle and replace storage cap. Dispose of solvent waste per applicable local or company regulations. Press forward arrow on screen



2. Detach solvent fluid line and remove solvent cap. Remove solvent bottle and replace storage cap. Remaining solvent can be added to waste bottle.

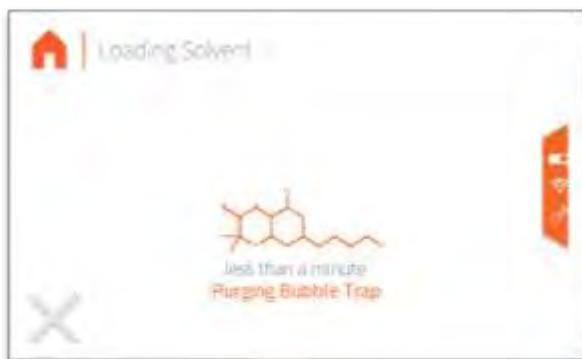


3. Add new solvent and waste bottles and reconnect fluid lines.



# LIGHTLAB SETTINGS

4. LightLab will purge any bubbles that are introduced from the solvent load, and purge the bubble trap that catches stray bubbles. Once complete, LightLab will be ready for analysis again.



## Replace Column

1. The Selective Separation Column will last for 25 tests before replacement is needed. A counter in the upper right corner of the screen shows the number of tests left on the column. Once the counter reaches zero, the column should be replaced. If prompted by the following screen, follow instructions to replace solvent. The column replace procedure can also be accessed through the Fluidics settings page.



## LIGHTLAB SETTINGS

2. Remove old column by lifting the column holder arm and then pulling column out of holder. Twisting the column will facilitate removing it.



3. Remove caps on new column and place into column holder.





# LIGHTLAB SETTINGS

4. Close column holder firmly onto Selective Separation Column.



5. LightLab will wet the new column and clear any air bubbles. The estimated time will be displayed based on OrangeIntel's analysis of the new column and will update as the column is prepared.



## Flush System

If continually indicates drift or air bubbles, indicates that results were poor or LightLab solvent does not flow through system, the instrument may need to be flushed.

OrangeIntel will indicate if flushing is needed in most cases. Flushing the system forces solvent through the device at full pressure to dislodge any debris that may be in the fluid lines. Flushing is not required under normal conditions, contact Orange Photonics Support for help if you are having issues with performance. When abnormal flow occurs, we recommend flushing in the following order:

- Flush Bubbles- a bubble is more likely than a clog and LightLab may seem clogged when in fact a bubble is stuck in the system
- Clear Sample Input- the most likely place for a clog to occur is in the sample input, so flushing the input out is most likely to solve an issue.
- Flush Forward- generally used to see if LightLab solvent is flowing and for general flushing of LightLab system.

# LIGHTLAB SETTINGS

- Flush Backward- This should be only done when other flushes fail to help. Note that flushing backward can produce bubbles in difficult to clear places, so running a flush bubbles after flush backward is recommended.

## Flush Bubbles

If LightLab warns that bubbles were detected or if the instrument fails during a sample, we recommend flushing bubbles. Normal operation of LightLab should clear most bubbles. In some instances, such as accidentally running out of solvent, or forgetting to put caps on a column bubbles may become persistent. This setting helps to remove bubbles that are trapped in the internal fluidics. If the column or fluidics have been removed after warmup, a flush bubbles run is highly recommended to ensure all air bubbles introduced are flushed out.

Make sure the system has solvent and that the column is in place before running a flush bubbles routine. During the process, the pump will reverse flow and bubbles will appear at inlet and outlet tubing. This is normal.

## Flush Forward

In some cases, it may be desirable to flush your LightLab. Normal operation does not require this procedure, but in the following cases it may allow the system to correct abnormal operations, for example if an injection was made at the incorrect time or a sample run was aborted before a sample has fully cleared the column.

Make sure the system has solvent and that the column is in place before running a flush forward.

## Flush Backward

Flushing backward should only be used when a clog is present. This will run the pump at full speed backward, dislodging particles that are normally caught when the pump runs forward. This can exacerbate bubble problems, so after running a flush backwards it is recommended to follow up with a flush bubbles sequence. Never run flush backward without the reverse flushing hardware in place. This procedure should only be used if a clog is present.

NOTE: always remove the column when flushing backward!

# LIGHTLAB SETTINGS

1. Remove Selective Separation column from device and close column holder

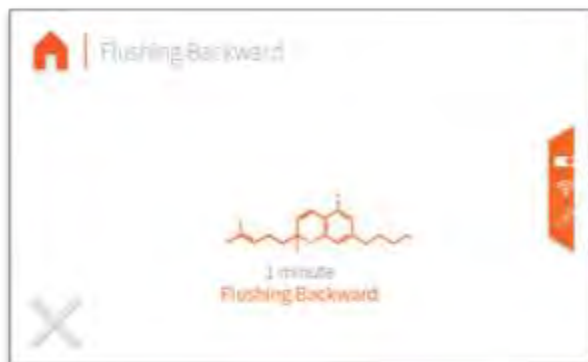


2. Remove sample fluid lines from solvent and waste bottle. Replace with flushing lines. The flushing lines have opposing male and female ends. The solvent bottle should be connected to the OUT on the instrument and the waste should be connected to the IN on the instrument. Press forward arrow on screen.



# LIGHTLAB SETTINGS

3. Press Start button to turn on pump. LightLab indicate that the valve should be moved halfway through flushing.



## Flush Bubble Trap

LightLab contains an integrated bubble trap that will collect stray bubbles coming from the solvent bottles. If large bubbles are seen entering LightLab, we recommend flushing the bubble trap so that the trap does not become overfilled and allow bubbles to enter the fluidics system. Flushing the bubble trap will clear any bubbles present. The bubble trap is also cleared during warmup.

Note new style fluidics caps with no metal connector on the cap are required for the best bubble trap performance. Contact Orange Photonics sales if latest generation caps are not present on your system.

## Clearing Sample Input

If your LightLab becomes difficult or impossible to inject, the injection port may be clogged. Do not continue to attempt to inject, as this can further embed a clog! Instead, follow the instructions below, which will redirect pump flow through the sample input port to dislodge any clogs. If you still cannot inject after attempting to clear the sample input, contact Orange Photonics Support.

# LIGHTLAB SETTINGS

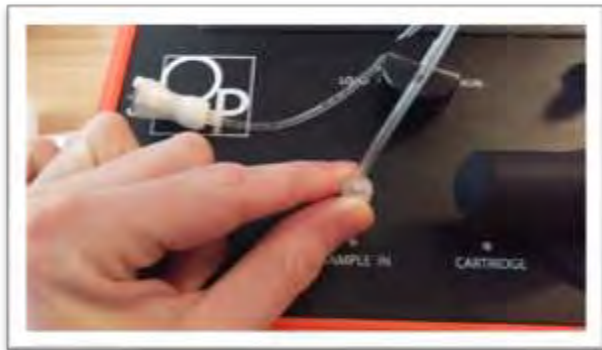
1. Disconnect the waste line from the waste container. Press forward arrow on screen.



2. Connect waste line to sample input flush port on the side of the instrument. Press forward arrow on screen.



3. Connect Luer end of sample flush line to Sample In port. Press forward on screen.

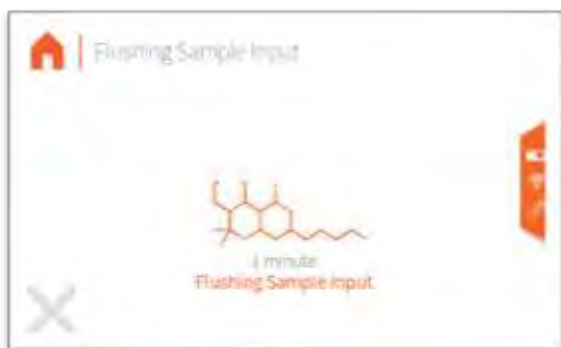


4. Connect other end of sample flush line to waste container. Press forward on screen.

# LIGHTLAB SETTINGS



5. Press Start button to begin flush. LightLab solvent should come out of the Sample In port and into the waste bottle, forcing any debris in the fluid lines with it.



## Warm Up

If the warmup routine was skipped or the instrument has not been used for more than 1 hour, a warm up is recommended. OrangeIntel will work to ensure LightLab is ready for analysis during a warmup and the system is purged and operating normally.

# LIGHTLAB SETTINGS

## Troubleshoot

If your system is not operating as expected, the troubleshooter provides options to clear common problems with LightLab. In most cases, OrangeIntel will guide the user toward one of these options, however they may be accessed manually here. Select the issue you are having, and OrangeIntel will guide you through the process to correct the issue.



## SETTINGS

The settings menu allows you to set different parameters for LightLab



### Date/Time

Set the date/time of LightLab including time zone. By default, LightLab uses “network time” to keep the time set. If the option is enabled, the time zone is the only adjustment required, and LightLab will sync time using the internet. Note internet must be connected for network time to work.

### Device Name

If desired, a device can be named to differentiate it from other LightLabs or to personalize your LightLab. The name will be displayed in the upper right-hand corner of LightLab and saved along with any results.

# LIGHTLAB SETTINGS

## Reset Counter

LightLab has a counter that shows how many tests are left before replacement. If the counter becomes out of sync, pressing this button will reset the counter value. Do not run more than 25 tests on a column since that can cause incorrect results as the column ages.

## Options

LightLab has several options that can be adjusted:



Enable Pro Mode: When enabled, all the instructions are pre-completed during sample analysis, allowing for quicker sample analysis once a user is comfortable with the extraction and operation steps.

Enable Moisture Correction: LightLab allows correction for the moisture content of any plant material. When this setting is enabled, an additional screen will appear that requests moisture content information as shown below. When a moisture content is entered, it will correct the same as if it were completely dry. The following equation is used for the correction:

$$\text{Displayed Result} = \text{Uncorrected Result} / (1 - \text{moisture content})$$

Generally, if a moisture value is entered, the reported result will be higher. For example, if a plant that contains 15% THCA by weight, and a moisture correction of 10% was used, LightLab will display 16.7%:

$$\text{Displayed Result} = 15\% \text{ uncorrected} / (1 - 0.1 \text{ moisture content}) = 16.7\%$$

We recommend only using moisture correction if the value is known to avoid inaccurate results. We recommend only using a gravimetric based moisture analyzer for the most accurate results.



# LIGHTLAB SETTINGS

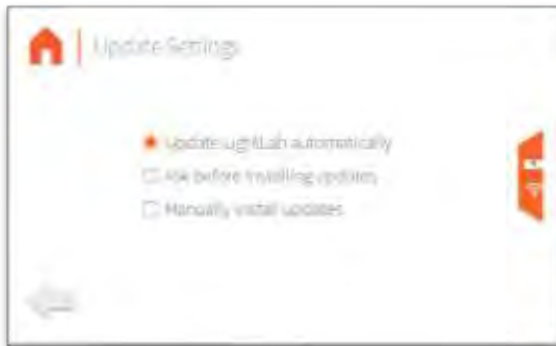
Enable Airplane Mode: Turns off all wireless communication, including mobile monitoring, result dashboard features as well as software update and support capabilities. We recommend keeping LightLab connected to the internet to ensure latest updates and support capabilities are available.

Volume Adjustment: Adjusts the system audio volume for indication of sample/zero completion

Backlight Dim: Adjusts the amount of time before the screen dims to save battery life.

## UPDATE

Adjusts LightLab updating behavior. Manual requires manually checking and installing updates. Ask before installing updates will indicate that an update is available on the side bar, but will not update without a manual selection, and automatically install updates will automatically keep LightLab up to date. Automatic updates will only occur if LightLab is connected to the internet. We highly recommend keeping LightLab connected to the internet and allowing automatic updates so that the latest performance and features will become available.



## NETWORK

To access all the features on LightLab, an internet connection is required. This screen will allow you to set up and connect to an internet source. To join a network, select an in-range network and enter the password. Once connected, a connection will be saved and will automatically connect. If a connection is no longer desired, select the saved connection and press “Forget”. The IP address is shown at the bottom for troubleshooting. “no active connection” will be displayed if LightLab is not connected. Note it may take several minutes to connect a LightLab after powering the device on.

# LIGHTLAB SETTINGS



## SUPPORT

The support page will show information about your LightLab.



Contact information is displayed in case support questions are required. In addition, the following information is available:

- Serial number
- Software Version
- Calibration Version
- “Recipe” Version (Recipes contain information on how each sample type is run)
- Tests and time remaining until next calibration is due (1000 tests or 1 year is the recommended interval). LightLab will begin to remind you of an overdue calibration but will not stop functioning.
- Enable Remote Support: If this is turned on, it will allow a support technician at Orange Photonics to look at all the files/settings as well as physically run your LightLab remotely. This should only be turned on if requested by a support technician. Remote Support will automatically turn off after the instrument is powered off.

# LIGHTLAB SETTINGS

- Diagnostics- limited diagnostic information is provided for troubleshooting if requested by a support technician.
- Enter a Support Code- allows entry of a code that can enable features or other functionality of your device. For example, if you purchase a module for your LightLab after the fact, a support code may be given to you to enter into the machine to activate the module.

## DATA

Allows exporting data from your LightLab to an attached thumb drive.



### Export User Data

Exports results saved on your device. One of 3 options are available:

- Export Last week
- Export last 20
- Export all

Exporting all data may take several minutes. When data is exported, a folder for each run is created that contains the following:

- A results.csv file that contains all the test information in a comma separated value (Excel compatible) format
- A Certificate of Analysis (COA) that looks similar to a results screen.
- A chromatogram in .csv format that contains the raw data for future review (if enabled)

In addition, all runs will be exported to a results\_all.csv file.

# LIGHTLAB SETTINGS

## Export Diagnostic Data

Exports a file that contains diagnostic data. This file cannot be opened by a user but may be requested by a support technician. In cases where your device is connected to the internet this is typically not required.

## RESULTS

Allows a review of past results. You can scroll through different results with the arrows at the bottom left and right of the screen, or by swiping left and right.



The results screens are split into pages which can be accessed by swiping up and down, or by tapping the orange dots on the left side of the screen. The primary view is the Summary page, which displays test summary information such as test date, test type and an overview of which cannabinoids were detected in the sample.



The Cannabinoid Profile page shows all available cannabinoids and their detected concentrations.

# LIGHTLAB SETTINGS



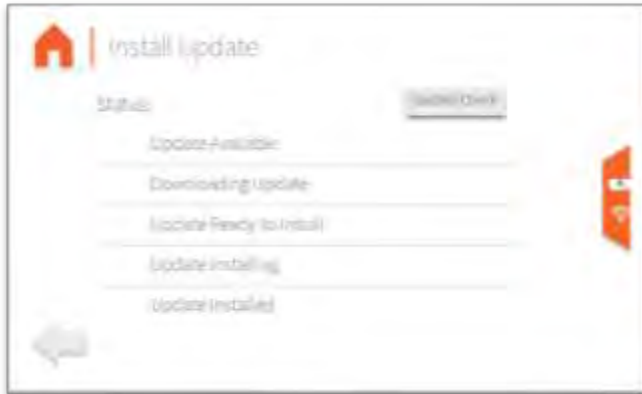
The Details page shows additional information about the test, including traceability data such as sample weight and moisture levels.

Results may be shared by pressing the Share button. The Share button allows entry of a mobile phone number or email address. The results will include sample information entered by the user as well as a screenshot of the results. Press Done to return to the home screen.

# LIGHTLAB SETTINGS

## UPDATES

If your LightLab is not set up for automatic updates, you can check for updates and update your device here. Press “Update Check” to check if updates are available. In most cases, your device needs to be connected to the internet before updates can be checked. In rare cases, a Support Technician may send you a file to put on your USB thumb drive, and the update check will find this file and run an update. Once an update is completed, a system reboot is required to finish the update.



# TROUBLESHOOTING

## Troubleshooting

LightLab may display an error code that indicates a problem has occurred. Below each potential error code is described along with troubleshooting steps.

### ZERO TIMEOUT



#### Description

To ensure an accurate analysis, a sample must be run within 4 minutes of completion of a zero. If LightLab is idle for longer than 4 minutes this error will appear.

#### Causes and Fixes

This is caused by waiting too long after zero has completed before starting a sample. Restart your test to continue.

### AIR BUBBLES DETECTED



# TROUBLESHOOTING

## Description

OrangeIntel will check for air bubbles and attempt to purge any bubbles that are found, however in some cases a more in-depth bubble flush is required. OrangeIntel will indicate when this occurs and will suggest a bubble flush routine.

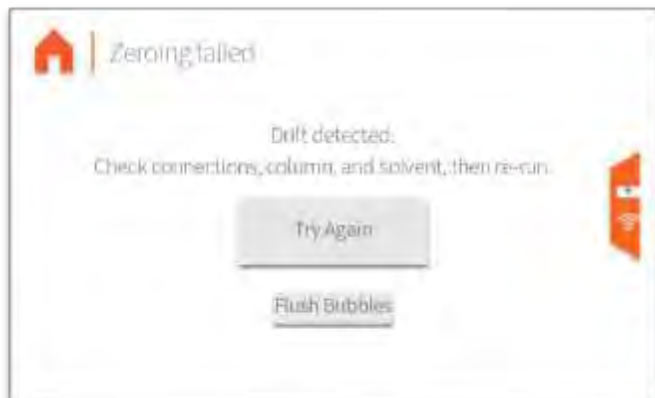
## Causes and Fixes

1. An air bubble has been trapped in the fluidics system. Press “Flush Bubbles” and follow the prompts to remove the air bubbles, or alternatively press “Try Again” to restart the test. Running “Flush Bubbles” is highly recommended as a first action since LightLab may not clear the bubbles without following this procedure, resulting in multiple bubble failures.
2. The solvent may have run out. Check the solvent level, and if it is empty replace the solvent and press “Flush Bubbles”.
3. The connections may be incorrect, loose, or damaged. Check to make sure all fluid connections are tight including the connections at the sample and waste bottles and the column connections. If a fluid tubing is damaged, extra fluid tubing is included. To replace, pull out old tubing from the connectors, cut the new tubing to size and press firmly into the connector barbs.
4. Column was replaced without running “replace column” program. New columns need to be flushed with solvent before the first use. On rare occasions, even after sample flushing a bubble may occur. Run a “Replace Column” routine if this was the case and follow the prompts.
5. The instrument has a clog. Flush the sample input (Settings → Flush System → Clear Sample Input) and then re-start the analysis. If bubbles are still detected, flush the instrument forward (Settings → Flush System → Flush Forward). If bubbles are still detected, flush instrument backward (Settings → Flush System → Flush Backward). Contact Support if clog persists.



# TROUBLESHOOTING

## DRIFT DETECTED



### Description

OrangeIntel will check to ensure that the signal baseline is flat when no sample is present. If this is not the case, additional flushing will be used to flush the column. In some cases, other steps may be required to ensure a good baseline. The error indicates that the detector baseline is not stable. If this error appears, OrangeIntel will suggest an appropriate flushing routine to fix the issue.

### Causes and Fixes

1. An injection was made at the wrong time. If a sample was injected before a zero is started or if the last sample run was aborted after injection, there may be cannabinoids coming through the system. Press "Try Again" to restart- usually an incorrect injection simply needs more time to flush out of the system.
2. An air bubble has been trapped in the line. Press "Flush Bubbles" and follow the prompts to remove the air bubble, or alternatively press "Try Again" to restart the test. Running "Flush Bubbles" is highly recommended as a first action since LightLab may not clear the bubbles without following this procedure, resulting in multiple bubble failures.
3. The solvent may have run out. Check the solvent level, and if it is empty replace the solvent and press "Flush Bubbles".
4. The temperature is changing rapidly. Make sure the system is located in a place where the temperature will not change quickly. Don't leave LightLab in direct sunlight if possible.
5. The connections may be incorrect, loose, or damaged. Check to make sure all fluid connections are tight including the connections at the sample and waste bottles and the column connections. If a fluid tubing is damaged, extra fluid

# TROUBLESHOOTING

- tubing is included. To replace, pull out old tubing from the connectors, cut the new tubing to size and press firmly into the connector barbs.
6. Column was replaced without running “replace column” program. New columns need to be flushed with solvent before the first use. On rare occasions, even after sample flushing a bubble may occur. Run a “Replace Column” routine if this was the case and follow the prompts.
  7. The instrument has a clog. Flush the sample input (Settings → Flush System → Clear Sample Input) and then re-start the analysis. If bubbles are still detected, flush the instrument forward (Settings → Flush System → Flush Forward). If bubbles are still detected, flush instrument backward (Settings → Flush System → Flush Backward). Contact Support if clog persists.

## POOR RESULT CONFIDENCE



### Description

LightLab may indicate that the resulting confidence was poor and no results will display. LightLab analyzes the quality of the results calculated, and if the quality of the fit is not good, an error will be returned. OrangeIntel will also analyze any failures and attempt to find a cause. If a cause is found, the error page will indicate the likely cause and suggest a remedy. If persistent failures are occurring, contact Orange Photonics Support.

### Causes and Fixes:

1. Selective Separation Column is not installed. Install the column and re-run the test.

## TROUBLESHOOTING

2. The sample preparation was incorrect causing an overrange or detector saturation condition. Double check your sample preparation and ensure it was completed properly. Check that the sample is run in the appropriate mode for the type of sample being analyzed.
3. The instrument may have been disturbed during sampling, causing an air bubble to obfuscate results. If this is the case, simply re-analyze the sample. The sample need not be re-extracted, there should be enough extracted sample to re-inject the same sample again.
4. The solvent has run out. Replace the solvent by going to Settings → Replace Solvent, and then re-run the test.
5. The warmup sequence was skipped or not completed correctly. Ensure solvent and column are in place, power off and on the instrument and repeat the warmup procedure.
6. The analyzer is cold or hot. If possible, move the instrument to a warmer/cooler environment, then turn the device off and back on again, and ensure the warmup sequence is completed with solvent and fluid lines in place before running a sample.
7. The Selective Separation Column is too old. If more than 25 tests have been run on the column, replace the column by going to Settings → Replace Column.
8. The sample was not injected, or a bubble was introduced when injecting, or the valve was not set to RUN prior to starting analysis. Re-run sample and ensure that at least 3ml of sample is injected and the valve is set to run before beginning analysis. The sample need not be re-extracted, there should be enough extracted sample to re-inject the same sample again.
9. Sample has unknown cannabinoid or contains other interfering components. In cases where persistent poor results occur especially for samples that contain significant amounts of other components (tinctures, oils, or edibles), the sample may have to be sent to a laboratory for analysis. In addition, this may be caused by plants that were sprayed with significant amounts of pesticides or other plant health products. Contact support if this occurs.
10. The solvent has become degraded. If the solvent cap is left off for long periods (>5-10 minutes) or has become contaminated, the analysis may result in poor fits. Replace solvent by going to Settings → Replace Solvent.
11. The instrument has a clog. Flush the sample input (Settings → Flush System → Clear Sample Input) and then re-start the analysis. For persistent clogs, flush the instrument forward (Settings → Flush System → Flush Forward), or backward (Settings → Flush System → Flush Backward). Contact Support if clog persists.

## TROUBLESHOOTING

12. The flowmeter calibration has become faulty. In rare cases, the flowmeter calibration may become degraded causing poor results. If persistent poor results are occurring on multiple samples, contact support.

### FLOW WAS TOO LOW/HIGH

#### Description

LightLab contains a highly sensitive flow meter that controls the flow and pressure inside the system to tight tolerances. If the flow is outside of a range and OrangeIntel is unable to correct the condition, an error occurs.

#### Causes and Fixes:

1. The solvent has become degraded. If the solvent cap is left off for long periods (>5 minutes) or has become contaminated, the analysis may result in poor fits. Replace solvent by going to Settings → Replace Solvent.
2. Incorrect solvent is being used. LightLab 3 requires LightLab 3 solvent. LightLab 2 solvent, pure methanol or other solvents will cause sample failures and could damage LightLab.
3. The solvent may have run out. Check the solvent level, and if it is empty press the “replace solvent” button to replace solvent, or access replace solvent from the settings menu.
4. The injection valve was set to “LOAD” during zero. The valve must always be set to “RUN” during zero sequence.
5. Selective Separation Column is not installed. Install the column and re-run the test
6. The analyzer is too cold or hot, or the warmup sequence was skipped or not completed correctly. If possible, move the instrument to a conditioned environment, then turn the device off and back on again, and ensure the warmup sequence is completed with solvent and fluid lines in place before running a sample.
7. The connections may be incorrect, loose, or damaged. Check to make sure all fluid connections are tight including the connections at the sample and waste bottles and the column connections. If a fluid tubing is damaged, extra fluid tubing is included. To replace, pull out old tubing from the connectors, cut the new tubing to size and press firmly into the connector barbs.
8. The instrument has a clog. Flush the sample input (Settings → Flush System → Clear Sample Input) and then re-start the analysis. For persistent clogs, flush the instrument forward (Settings → Flush System → Flush Forward), or backward

# TROUBLESHOOTING

(Settings → Flush System → Flush Backward). Check whether solvent is moving through the tubing and into the waste bottle. Contact Support if clog persists.

9. The flowmeter calibration has become faulty. In rare cases, the flowmeter calibration may become degraded. If persistent flow errors are occurring on multiple samples, contact support.

## POWER ON SELF TEST (POST) FAIL



### Description

LightLab requires several critical components to operate. When the instrument starts up, critical components are tested during a Power On Self-Test (POST). If any component fails, the instrument will no longer be able to operate, and an error will display.

### Causes and Fixes

1. The failed component may have simply not powered on correctly. Turn off the instrument, wait 10 seconds and power it back on.
2. The battery level may be too low to power on a critical component. Plug in charger and wait 10 minutes, then try again.
3. The incorrect charger may be plugged in. Replace with original charger and try again.
4. If a component continues to fail on startup, contact support.

# TROUBLESHOOTING

## MY RESULTS ARE LOWER/DIFFERENT THAN EXPECTED

### Description

LightLab uses a similar technology to laboratory HPLC devices, and typically provides good correlation with laboratory results. There are several reasons that a result may be lower or different than expected described below.

### Causes and Fixes

1. The sample preparation may be incorrect. If the weight and/or volume is incorrect, the LightLab result will not be accurate.
  - a. Double check the weight and volume added. If it is incorrect, re-extract the sample.
  - b. Check scale calibration and re-calibrate if necessary (see Section 11)
2. The extraction may not be complete. This occurs more often with concentrates than flower samples.
  - a. Heat is required for many concentrate samples. Skipping the heating step may result in lower than expected results. Flower can be extracted without heat.
  - b. After extraction of a concentrate sample, make sure there is no residue or unextracted parts of the sample to be analyzed. In some cases, the heating and extracting may have to be completed more than once to get a good extraction.
  - c. Make sure the sample is moved quickly from the heater to the shaker. If the sample is allowed to cool between heating and shaking, the extraction may not complete.
  - d. Make sure the sample is shaken for the entire shake time indicated. More shaking is ok but reducing the shake time may result in poor extraction and low results.
3. The incorrect solvent or bad solvent was used. Never use pure ethanol, grain alcohol, methanol, or any other solvents for extraction. When the sample is injected with incorrect solvent, the chromatography will suffer, resulting in incorrect results.
4. The sample may not have been injected into the analyzer completely
  - a. Make sure at least 3ml of sample is injected prior to analysis. No air bubble should be injected.
  - b. If the samples become difficult to inject, clearing the sample input may be necessary, see Clearing Sample Input.

## TROUBLESHOOTING

5. For flower, the moisture content of the plant may be significant. LightLab measures weight percent, and plant material will always contain some amount of moisture. If wet plants are being measured, they may need to be dried prior to analysis. There are several methods for drying plant material, contact support if more information is required. Moisture correction is possible with LightLab if turned on in settings.
6. If comparing against a laboratory test, there are several reasons the results may differ between LightLab and the laboratory.
  - a. The sample analyzed by LightLab may not be the same as that run by the lab. Cannabis is a natural product with variation between different flowers. We recommend a rigorous sampling method to get the most accurate view of a crop potency level:
    - i. Select a “sentinel” plant near the middle of your crop that is a good representation of your plants
    - ii. Select at bud from the top, middle and bottom of this plant.
    - iii. Homogenize the bud with the included electric grinder and analyze each full bud. Bud weight should be at least 1 gram.
    - iv. Average the result from the three buds and use the average as your crop average.
  - b. If a sample is to be directly compared to a laboratory, we recommend the following procedure to avoid the variation in sample when comparing laboratory and LightLab results:
    - i. Select at least 1-2grams of sample and homogenize using the electric grinder.
    - ii. Collect the correct amount of sample for LightLab analysis and place in a vial.
    - iii. Collect the required amount of sample for lab analysis and place in the same type of vial. This should be done at the same time so that no moisture content changes are likely.
  - c. The laboratory used may have higher than expected errors. Not all labs are created the same, and low-cost labs may not have rigorous standards for sample handling and analysis. We recommend using a reputable lab that analyzes for potency using HPLC or similar chromatographic methods.
  - d. The random error of LightLab and laboratory results may be high enough to cause significant variation. For example, if both LightLab and a laboratory have an error of +/- 1%, a 15% sample may be 14% on

# TROUBLESHOOTING

LightLab and 16% from a laboratory. The variation in results will contain both LightLab and laboratory errors.

- e. The sample may have degraded between tests. If the laboratory test was completed much earlier or later than LightLab analysis, the sample may have changed. Note acidic forms of cannabinoids (THCA and CBDA) will degrade into neutral forms (D9THC and CBD). The “Total D9THC” should remain similar unless significant degradation has occurred.
7. When benchmarking your results with industry results, keep in mind that often results shown at dispensaries are inflated. It is extremely rare for a plant to contain >30% cannabinoids (that would mean nearly 1/3 of the plant is cannabinoids- not leaving much for the plant structure, chlorophyll, etc.). Current regulations in several states have loopholes that allow labeled results to be higher than expected. Our experience has shown that high end cannabis can contain 15-25% THCA, and mid-grade contains 8-16% THCA.

## LIGHTLAB REPORTS NO CANNABINOIDS PRESENT (ALL NDS)

### Description

If LightLab does not detect a cannabinoid’s presence during analysis, it will report “ND”, which means “Not Detected”. In other words, when LightLab displays an ND for every cannabinoid, that means no cannabinoids were detected in your sample.

### Causes and Fixes

1. Make sure the valve was set to LOAD when injecting a sample. If the valve was left on RUN, no sample would be injected into the instrument, and LightLab will report all NDs.
2. Make sure after injecting a sample that the valve is set to RUN. If the valve is left on LOAD after injection, LightLab will not analyze the injected sample, and will report all NDs.
3. The sample may not contain more cannabinoids than the detection limit. If your sample is plant material that contains less than 2% cannabinoids or a concentrate that contains less than 5% cannabinoids the sample preparation may need to be modified. Contact Orange Photonics Support for assistance with modifying the sample preparation.
4. The injection port may have clogged. If you cannot inject a sample, do not push harder and harder! Instead, follow the instructions in Settings->Flush System->Clear Sample Input. If clearing the sample input does not work, contact Orange Photonics Support.



## TROUBLESHOOTING

5. The syringe filter may be clogged. If your sample contains large amounts of waxes, oils, or lipids, the syringe filter may get clogged. If this is the case, use a larger 25mm filter that is 45µm or larger pore size and PVDF or PTFE material. These are readily available on Amazon or any scientific supply store.
6. The sample preparation may be incorrect. If the weight was too small and/or volume is incorrect, LightLab may not see any cannabinoids above the detection limits.
7. The column may not be in place. Check to make sure the column is in place and has less than 25 runs completed through it.
8. Non-LightLab solvent may have been used for extraction or analysis. If this is the case, replace the solvent and run a flush forward by going to Settings->Flush System->Flush Forward. Using solvents other than those provided by Orange Photonics is not recommended and will void your warranty.

### I CAN'T INJECT A SAMPLE INTO LIGHTLAB

#### Description

If you find it difficult or impossible to inject the full 3ml of sample into LightLab, stop! Do not continue to push harder on the sample input. The sample input may be jammed with material, which can be remedied in most cases, but becomes more difficult if the clog has been pushed very hard into place.

#### Causes and Fixes

1. The LightLab injector port is clogged. Go to Settings->Flush System->Clear Sample Input. See the Settings, Flush System section of this manual for more details. If after clearing the sample input is attempted you still cannot inject a sample, contact Orange Photonics Support for more assistance.
2. The syringe filter may be clogged. If your sample contains large amounts of waxes, oils, or lipids, the syringe filter may become clogged. If this is the case, use a larger 25mm filter that is 45µm or larger pore size and PVDF or PTFE material. These are readily available on Amazon or any scientific supply store.

### I WANT TO RUN A SAMPLE OTHER THAN THOSE LISTED IN THIS MANUAL

LightLab is capable of running many types of samples that contain cannabinoids, however due to the variation seen in many samples we can't easily provide specific sample preparation recommendations for all samples. We do have further resources available on our website, including sample preparation guides for many types of samples not listed here. We are always happy to help come up with a sample

## TROUBLESHOOTING

preparation technique for your particular sample. Contact Orange Photonics Support if you would like assistance with a particular sample type.

# COMPLIANCE AND SAFETY INFORMATION

## Compliance and Safety Information

### SAFETY INFORMATION

The use of LightLab involves solvents and laboratory equipment. Proper understanding of the system and operation is critical to safety. The LightLab solution contains methanol and should be handled with caution. The Safety Data Sheet (SDS) for LightLab solution can be found here:

[OrangePhotonics.com/s/SDS.pdf](http://OrangePhotonics.com/s/SDS.pdf)

The following safety considerations should be followed to ensure safe operation of LightLab:

- Please read and understand this manual before using LightLab.
- Wear latex or similar gloves and eye protection when using the device
- Never operate the device near or in the same room as open flames.
- Use care when handling LightLab solvent, it contains methanol and is flammable.
- Use LightLab in a well-ventilated area.
- Dispose of any methanol waste per your local laws.
- Never use a LightLab that is damaged or operating erratically. Never use the device for anything but its intended use.
- Do not open LightLab, harmful UV rays may be present inside the device.

### COMPLIANCE INFORMATION

LightLab contains components with the following FCC and IC registrations:

FCC ID: 2ABCB-RPI4B

IC ID: 20953-RPI4B

LightLab bears the CE mark and is in conformity with the provisions of:

- Council Directive 2014/30/EU on Electromagnetic Compatibility
  - EN 61326-1:2013
- Council Directive 2014/35/EU on Low Voltage Equipment Safety
  - EN 62368-1:2014/AC:2015
- Council Directive 2014/53/EU on Radio Equipment
  - EN 301489-1
  - EN 301489-17 (in conjunction with EN 55032 and EN 55024 as Class B equipment)
  - EN 300328 v2.1.1

# COMPLIANCE AND SAFETY INFORMATION

- EN 301893 v2.1.1
- Council Directive 2015/863/EU on Restriction of Hazardous Substances in Electrical and Electronic Equipment

LightLab is compliant with Thailand technical standard conformity as follows:

เครื่องวิทยุคมนาคมนี้มีระดับการแผ่คลื่นแม่เหล็กไฟฟ้าสอดคล้องตามมาตรฐาน

ความปลอดภัยต่อสุขภาพของมนุษย์จากการใช้เครื่องวิทยุคมนาคมที่คณะกรรมการกิจการโทรคมนาคมแห่งชาติประกาศกำหนด

(This radiocommunication equipment has the electromagnetic field strength in compliance with the Safety Standard for the Use of Radiocommunication Equipment on Human Health announced by the National Telecommunications Commission.)

## TECHNICAL SPECIFICATIONS

|                      |   |
|----------------------|---|
| Dimensions           | 18.5 x 6.9 x 14.1 inches                                    |
| Weight               | 11 pounds   |
| Power Requirements   | 16V, 1.8A (120-240 AC Adapter included)                     |
| Battery life         | 8 hours, rechargeable                                       |
| Battery Type         | Lithium Ion, 14.8V 4400mAh                                  |
| Interface            | 7" touch screen   |
| Access               | Wi-Fi and Bluetooth enabled                                 |
| Data                 | CSV (excel compatible), email, text                         |
| Measurement time     | 8.5 minutes (2 minute zero)                                 |
| Sample preparation   | Simple solvent extraction                                   |
| Sample size          | 100-500 mg typical  |
| Warranty             | 1-year, extended options available                          |
| Calibration Services | 1,000 tests or 1-year, at Orange Photonics                  |
| Technology           | High Performance Liquid Chromatography (HPLC), Spectroscopy |

# CONTACT INFORMATION

## Contact Information

### SUPPORT CONTACT INFORMATION

+1 603.573.9212 x2

[support@OrangePhotonics.com](mailto:support@OrangePhotonics.com)

### Support Hours:

Monday – Friday

8AM – 6PM Eastern (5AM-3PM Pacific)

NOTE: we make every effort to respond to any support inquiry within 24 hours.

### CONSUMABLES AND ACCESSORIES

Consumables and accessories can be purchased online or by contacting Orange Photonics sales. The store may be accessed here:

<https://www.orange Photonics.com/store/>

### GENERAL INQUIRIES

+1 603.573.9212 x0

[info@OrangePhotonics.com](mailto:info@OrangePhotonics.com)

### SALES SUPPORT

+1 603.573.9212 x1

[sales@OrangePhotonics.com](mailto:sales@OrangePhotonics.com)

# APPENDIX 1: DRYING RECOMMENDATIONS

## Appendix 1: Plant Sample Drying Recommendations

To get the most accurate cannabinoid information using LightLab, we recommend drying samples before analysis. Wet plant samples may contain 70+% water content, so this can have a significant effect on the resulting weight percent cannabinoid content. Removing any moisture will reduce sample result variation and improve overall accuracy of measurement. Note drying samples is required in “Hemp Compliance” mode for THC analysis of Hemp.

There are several methods which can be employed depending on the equipment available and time available for drying the sample. Note that rapidly heating samples can result in some decarboxylation (conversion of THCA to D9THC and CBDA to CBD), however the “total D9THC” and “total CBD” numbers will not change with the methods listed below.

### OPTION 1: USE A GRAVIMETRIC MOISTURE ANALYZER

This is the preferred method if the equipment is available. A gravimetric moisture meter will heat a sample to dry it out and will calculate the moisture content based on loss of weight. Drying and moisture content results can be obtained in just a few minutes. We recommend an Ohaus MB23 moisture analyzer, though there are others that will likely work equally well. This method not only dries a sample for analysis with LightLab, but also provides moisture level information.

1. Measure the moisture content per the moisture analyzer’s instructions. At least 3g of starting material is recommended so that the moisture measurement is accurate and ensure that there is enough material after the test to use for LightLab analysis.
2. Once the moisture analysis is complete, there should be leftover material in the moisture analyzer container that is fully dry. Use this as the starting material for a LightLab analysis. Note it is also possible to measure wet samples from the same batch by using LightLab’s moisture correction entry to enter the moisture content measured on the moisture analyzer prior to analysis.

### OPTION 2: USE A FOOD DEHYDRATOR

This method works well but can take several hours (depending on your food dehydrator). If time allows, this method works well, is repeatable, and results in the least amount of decarboxylation. In addition, multiple samples can be dried at a time.

1. Place at least 5g of your plant samples into the dehydrator and turn it on.

## APPENDIX 1: DRYING RECOMMENDATIONS

2. Run the dehydrator 4-12 hours until sample is completely dry. When it is completely dry, the leaves will crumble when touched and any buds will be brittle.
3. Once the sample is completely dehydrated, proceed to LightLab analysis.

### OPTION 3: USE A MICROWAVE

This is the fastest method, though it requires careful control over the microwave. If a sample is left unattended in the microwave for too long, it can burn which will make the sample unusable for LightLab analysis.

1. Place at least 3g of plant material onto a plate and place in the microwave.
2. Run the microwave for 10-15 seconds.
3. Stir/move around the sample and place back in microwave. If a sample burns, discard and try again.
4. Repeat steps 3 and 4 multiple times until the sample is completely dry. When it is completely dry, the leaves will crumble when touched and any buds will be brittle. This typically takes 1-3 minutes.
5. Once the sample is dried, proceed to LightLab analysis.

# APPENDIX 2: Δ8THC ANALYSIS INFORMATION

## Appendix 2: Δ8THC Analysis Information

During our research, testing and validation of Δ8THC (Delta-8-Tetrahydrocannabinol) for LightLab 3, we found two interesting results:

1. Every Δ8THC sample we analyzed contained significant Δ9THC (typically more than 2%). The only exception to this was actual certified reference materials, which contained no Δ9THC.
2. If the same sample is sent to multiple laboratories, the amount of Δ9THC and Δ8THC reported varied significantly. For example, one sample sent to 9 laboratories varied from 0% to over 7.5% Δ9THC.

These two results are related to the process in which Δ8THC is typically made. Generally, Δ8THC is synthesized from CBD by using heat and a catalyst. The process is not perfectly specific, meaning it can make many different cannabinoids alongside Δ8THC, including Δ9THC. Most of these cannabinoids are not fully understood except for Δ9THC. Since there are so many unknown cannabinoids present, measuring the amount of Δ8THC and Δ9THC in Δ8THC concentrates can be challenging. To make matters worse, Δ9THC and Δ8THC are themselves similar in molecular structure. That means for both laboratories and LightLabs alike, it is a challenge to accurately quantify the two cannabinoids in a Δ8THC concentrate.

Due to these challenges, when a Δ8THC sample is analyzed by a laboratory or a LightLab, there are two things to be aware of:

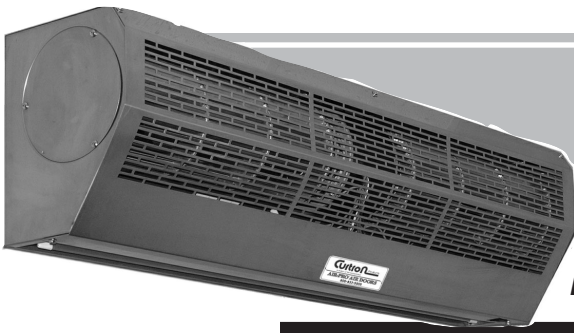
1. The level of accuracy for both Δ8THC and Δ9THC will be lower than the other reported cannabinoids.
2. The sample will likely contain significant levels of Δ9THC. In other words, the samples are likely to be “hot” or adult-use only.

Orange Photonics has developed a specific analysis for Δ8THC that allows LightLab to achieve higher accuracy than by using a more generalized HPLC measurement approach. With that said, the following limitations of our algorithm should be noted:

1. Δ8THC has a detection limit of 12% in concentrate samples, and 4% in flower samples.
2. Δ8THC and Δ9THC values can be affected by other cannabinoids that are made in the Δ8THC synthesis process and may have errors in the 2-5% range.

Δ8THC contains an asterisk next to the cannabinoid name as a reminder to use caution when interpreting results that contain Δ8THC





**AIR-PRO™**  
AIR DOORS

## INSTALLATION INSTRUCTIONS

BEFORE PROCEEDING, PLEASE READ AND SAVE THESE INSTRUCTIONS

If the Air Door unit has been damaged in shipping, immediately notify the transport company.

**IMPORTANT**  
By dropping the Air Door on its side during shipping the blower wheels may come out of the side bushing. This must be corrected prior to operating the unit. **1)** Remove the intake grill and the four screws on the side of the unit to remove the end plate. **2)** Loosen the screw that attaches the blower wheels to the motor shaft and remove the blower wheels. **3)** Insert the metal wheel from the end of the blower wheels into the rubber bushing. **4)** Slide the blower wheels into the side of the unit over the motor shaft and reattach the four screws to the side of the unit. **5)** Tighten the blower wheels to the motor shaft and replace the intake grill.

### MOUNTING (Interior Applications)

Never install your Air-Pro Air Door in an adverse environment, such as, near splashing water, excess steam, explosive or corrosive gases.

#### Wall Mounting

1. Remove the mounting plate locking screws from the back bottom corners of the unit and detach the mounting plate from the back of the unit. **Figure 1.**
2. Keeping the mounting plate level, center it over the doorway opening. Be sure the lipped edge of the plate is at the top. **Figure 2.** **Note:** The bottom edge of the mounting plate should be no more than 108" from the floor.
3. Mark the pre-drilled holes, remove the plate and check to make sure you are tying into firm supporting material, i.e. studs, header or block. **Note:** There should be at least 4 secure mounting holes used. If not, drill 4 new holes in the mounting plate to accommodate a secure attachment. Drill the wall holes.
4. Attach the mounting plate. (Screws not supplied)

#### Solid Wall Mounting

1. Perform the first two steps under "Wall Mounting" (see above).
2. Mark the 4 outside pre-drilled holes and remove the plate.
3. Drill the 4 anchor holes and place anchors in each hole. **Figure 3.**
4. Attach the mounting plate. (Screws not supplied)

#### Ceiling Mounting

If mounting the air door to the ceiling is necessary, you will need to order our mounting brackets (optional). Also, 4 threaded rods (supplied by others) will be needed.

1. Secure the 4 threaded rods to the ceiling at the proper distance from the floor taking the height of the air door unit into consideration.
2. Using a hex bolt, washer and nut, attach each bracket to the mounting plate using the pre-drilled holes. Make sure the lipped edge of the plate is at the top.
3. Holding the assembly in place, fasten the rods to the bracket collars. **Figure 4.**

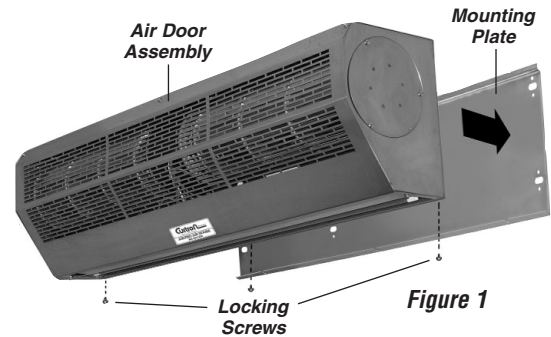


Figure 1

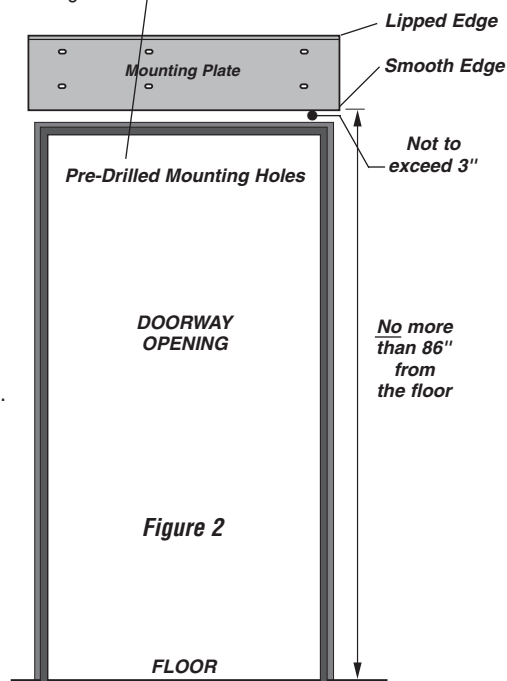


Figure 2

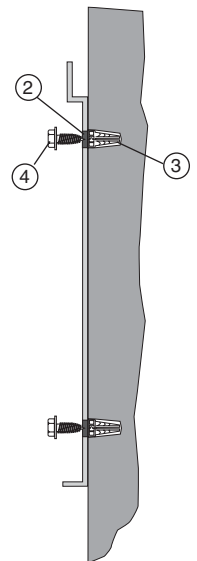


Figure 3

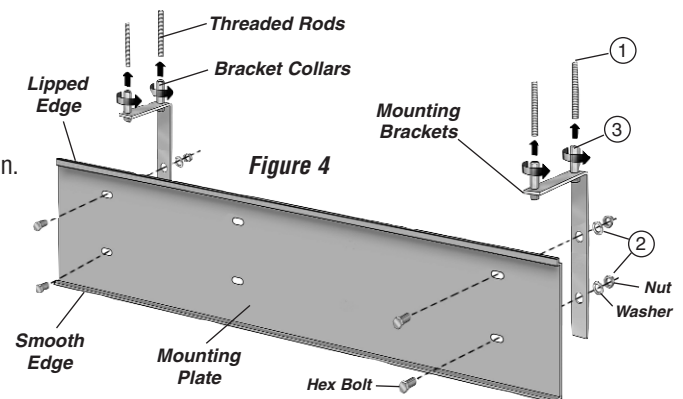


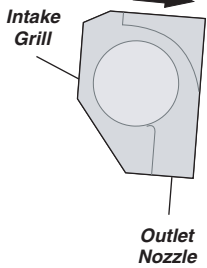
Figure 4

# MOUNTING

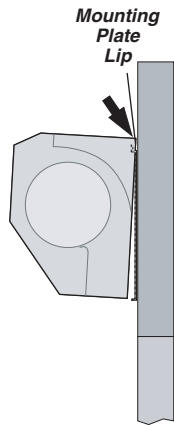
## Attaching the Air Door to the Mounting Plate

After the Mounting Plate had been securely attached using one of the mounting methods, the air door must be attached to the mounting plate.

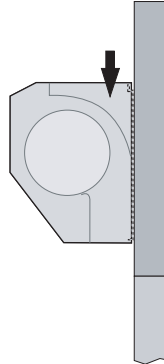
1. Lift the unit, into place with the outlet nozzle at the bottom and the intake grill facing away from the mounting plate.



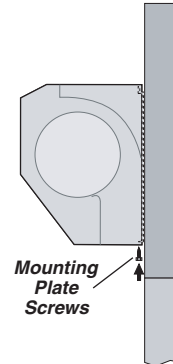
2. Slip the unit over the mounting plate lip.



3. Gently push the unit down so it rests on the lip.



4. Replace all the mounting plate screws and firmly tighten.



4. Plug the unit into a properly grounded 3 prong, 120 V electrical outlet.



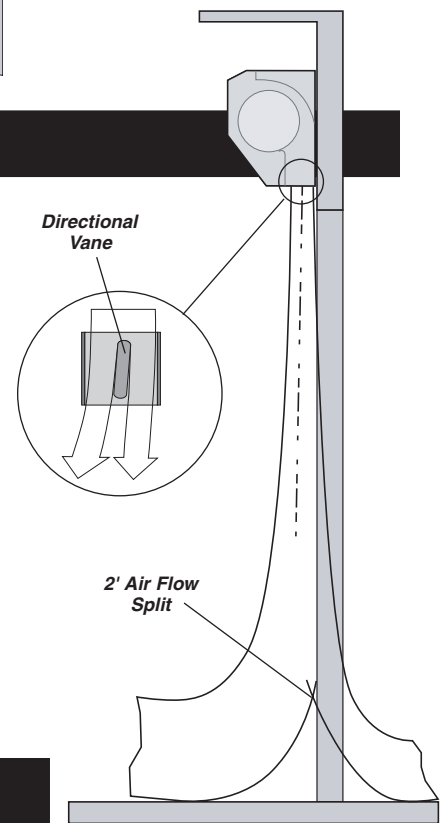
# ADJUSTMENTS

Once your air door has been installed, it will be necessary to adjust the air flow. With the door all the way open, turn the unit on "High," find the air stream split by holding a square piece of light weight cloth by its corners in the stream of air and move it back and forth (inside and outside), approximately 6" from the floor. The cloth will show the flow pattern and will allow you to make the proper adjustments to the directional vane for maximum efficiency. If your unit is properly adjusted, the split should be just outside the threshold with the top of the air current being about 2' from the floor.

The air flow angle can easily be adjusted by turning the directional vane using your hand. No tools are needed. The angle of the air flow depends on the height of the door and is normally between 5° and 10°.

It should never exceed 20°.

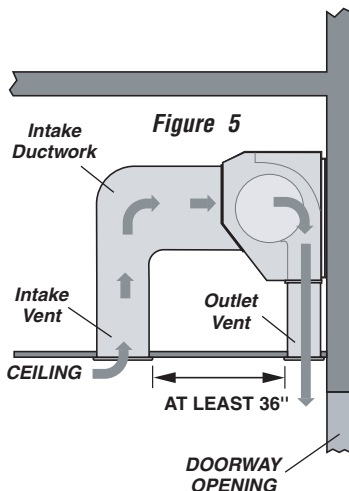
If the air current is too severe or exceeds the 2' level, you can turn the power switch to "Low."



# SPECIAL APPLICATIONS

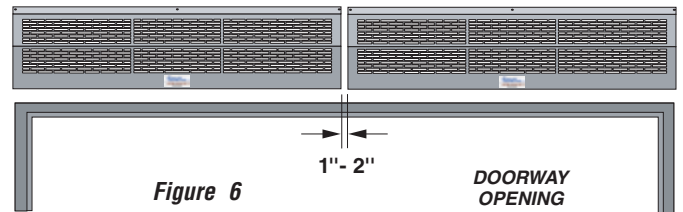
## Mounting Above the Ceiling

1. Mount the Air Door using the "Wall Mounting" method (see page 1).
2. The intake vent should be at least 36" away from the outlet vent.
3. It is extremely important to fabricate the intake ductwork so it encapsulates the entire intake grill. **Figure 5.**



## Mounting Tandem Units

1. Mount the Air Doors using any of the mounting methods (see page 1).
2. The space between units should be between 1" and 2". **Figure 6.**



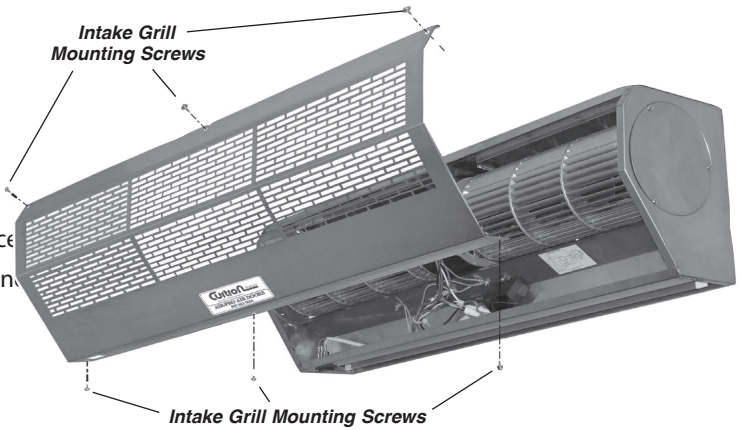
## CLEANING and MAINTENANCE

Once a year the air door's internal parts should be cleaned and serviced.

**CAUTION: Electric Shock Hazard**

Disconnect the power line before working on any unit.

1. Loosen the intake grill mounting screws and remove the grill.
2. Vacuum inside the cabinet and around the fan baskets. Check for any potential problems and perform any appropriate service.
3. Using mild soap and water, wipe the intake grill, directional vanes, and units housing with a damp cloth.
4. Replace the intake grill and plug-in the unit.



## TECHNICAL SPECIFICATIONS

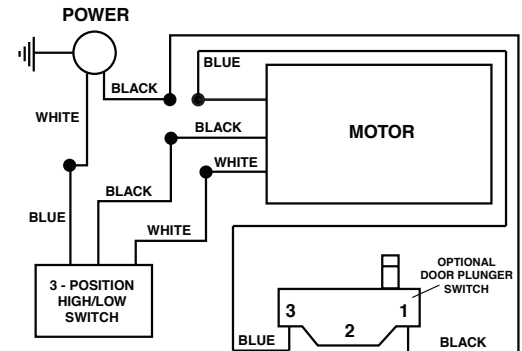
| Model         | Diameter of Wheel (in.) | Voltage | Frequency (Hz) | Maximum Capacity (kW) |      | Maximum Air Speed (fpm) |      | Sound Level (dBA) |     | Air Volume (cfm) |      | Net Weight. (lbs.) | Dimensions (in.)<br>L x W x H |
|---------------|-------------------------|---------|----------------|-----------------------|------|-------------------------|------|-------------------|-----|------------------|------|--------------------|-------------------------------|
|               |                         |         |                | Hi                    | Low  | Hi                      | Low  | Hi                | Low | Hi               | Low  |                    |                               |
| IBD-2-36-1-SS | 5.5                     | 110-120 | 60             | .50                   | .495 | 3149                    | 2559 | 69                | 67  | 1212             | 989  | 43                 | 36" x 8.5" x 10"              |
| IBD-2-42-1-SS | 5.5                     | 110-120 | 60             | .65                   | .645 | 3149                    | 2559 | 71                | 69  | 1353             | 1101 | 47                 | 40" x 8.5" x 10"              |
| IBD-2-48-1-SS | 5.5                     | 110-120 | 60             | .65                   | .645 | 3149                    | 2559 | 73                | 71  | 1860             | 1513 | 53                 | 48" x 8.5" x 10"              |
| IBD-3-60-1-SS | 5.5                     | 110-120 | 60             | .80                   | .795 | 3149                    | 2559 | 75                | 73  | 2325             | 1889 | 62                 | 60" x 8.5" x 10"              |

## AUTOMATIC DOOR PLUNGER SWITCH INSTALLATION (Optional)

**CAUTION: Electric Shock Hazard**

Unplug the power line before working on the unit.

1. Remove the front intake grill.
2. Use the knock out on one side of the Air-Pro Air Door.  
Use only one knockout (which would be the closest to the installation of the door plunger switch).
3. Install the door plunger switch at the door opening
4. Wire the plunger switch according to the diagram to the right.
5. Replace the front intake grill.
6. Plug in the Air-Pro Air Door.



NOTES:

### INSTALLATION REQUIREMENTS

- I. THE FLOOR UNDER THE DOOR MUST BE LEVEL AND SMOOTH
- II. THE WALL BEHIND THE DOOR FRAME MUST BE SMOOTH AND IN A COMMON PLANE

### DOOR PANEL AND FRAME

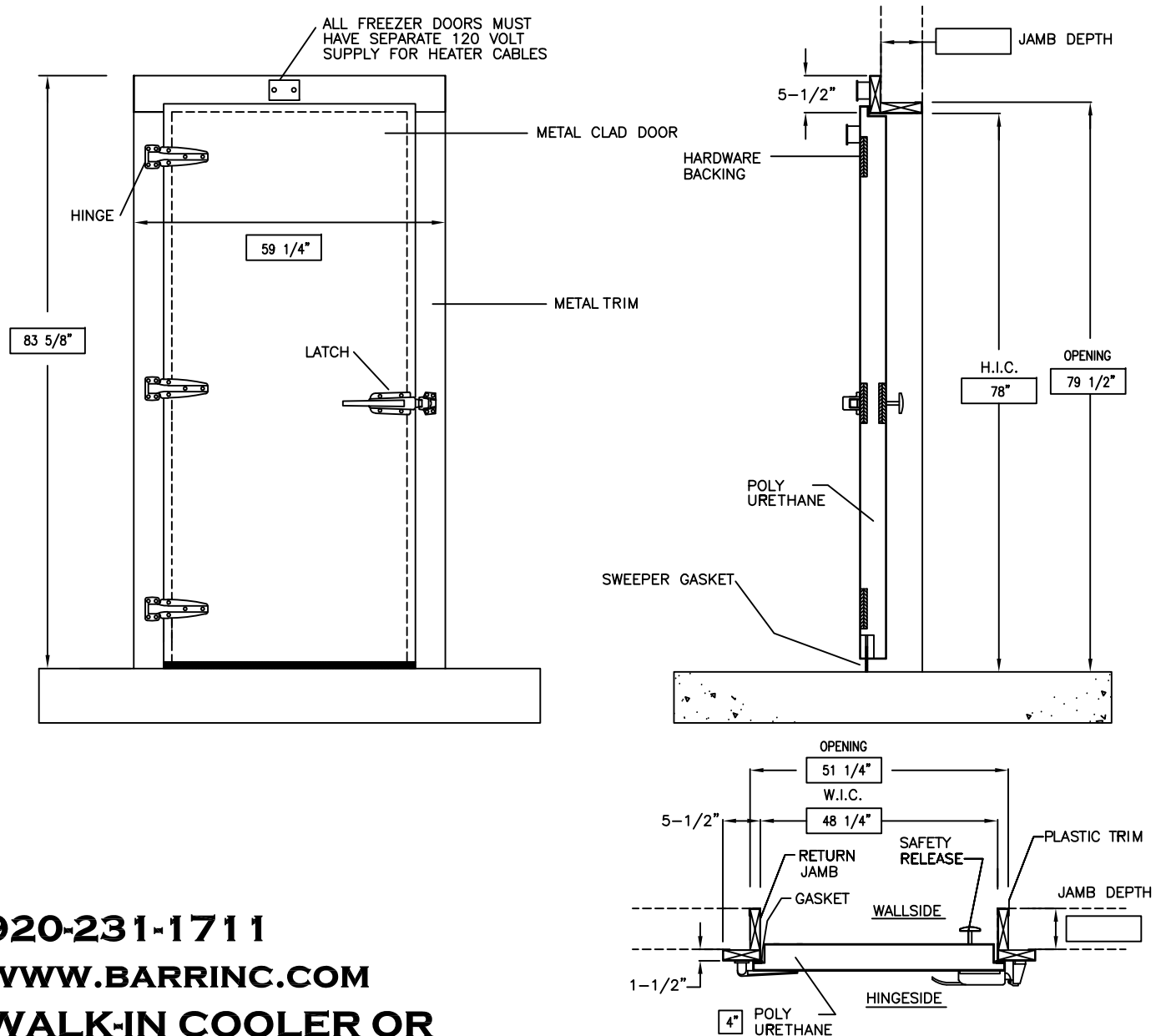
1. DOOR THICKNESS  
4"
2. TEMPERATURES  
COOLER   
FREEZER
3. SWING  
LEFT   
RIGHT
4. PANEL AND FRAME CLADDING  
WHITE STUCCO EMBOSSED GALV STEEL
5. LATCH  
PADLOCKABLE  
CHROME FINISH
6. INTERIOR RELEASE  
SAFETY RELEASE W/ NYLON PUSH ROD
7. HINGE  
CHROME FINISH
8. FASTENERS  
THROUGH BOLTS
9. JAMBS  
JAMB DEPTH 3 1/2"   
JAMB DEPTH 5 1/2"

### OPTIONS

10. INSIDE PLASTIC TRIM
11. FREEZER DOOR  
HEATER WIRE RUN THROUGH 3 SIDES OF DOOR FRAME AS WELL AS THRESHOLD

## 4' X 6'-6" DOOR

NOTE: LEFT SWING SHOWN, RIGHT SWING OPPOSITE



**920-231-1711**  
**WWW.BARRINC.COM**  
**WALK-IN COOLER OR**  
**FREEZER DOOR**

## INSTALLATION REQUIREMENTS

- I. THE FLOOR UNDER THE DOOR MUST BE LEVEL AND SMOOTH
- II. THE WALL BEHIND THE DOOR FRAME MUST BE SMOOTH AND IN A COMMON PLANE

## DOOR PANEL AND FRAME

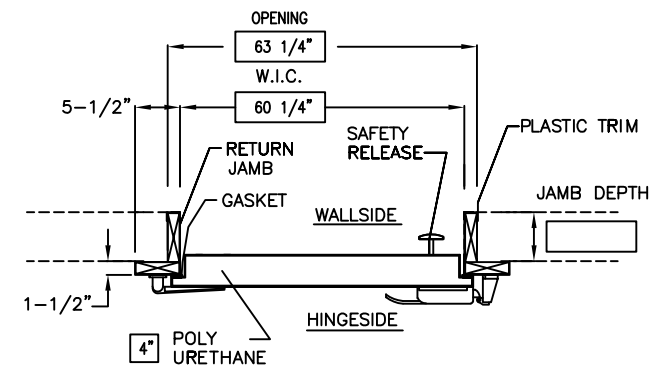
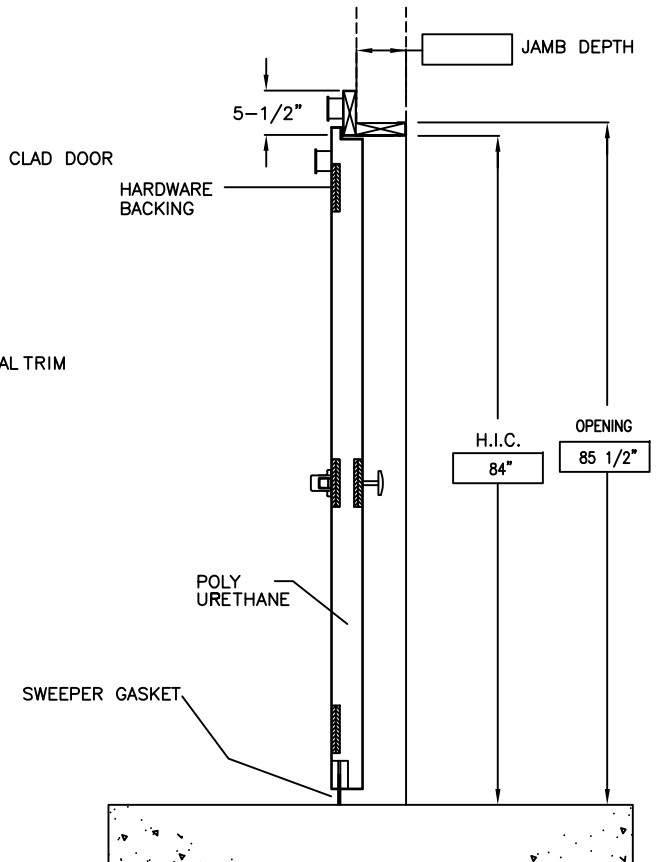
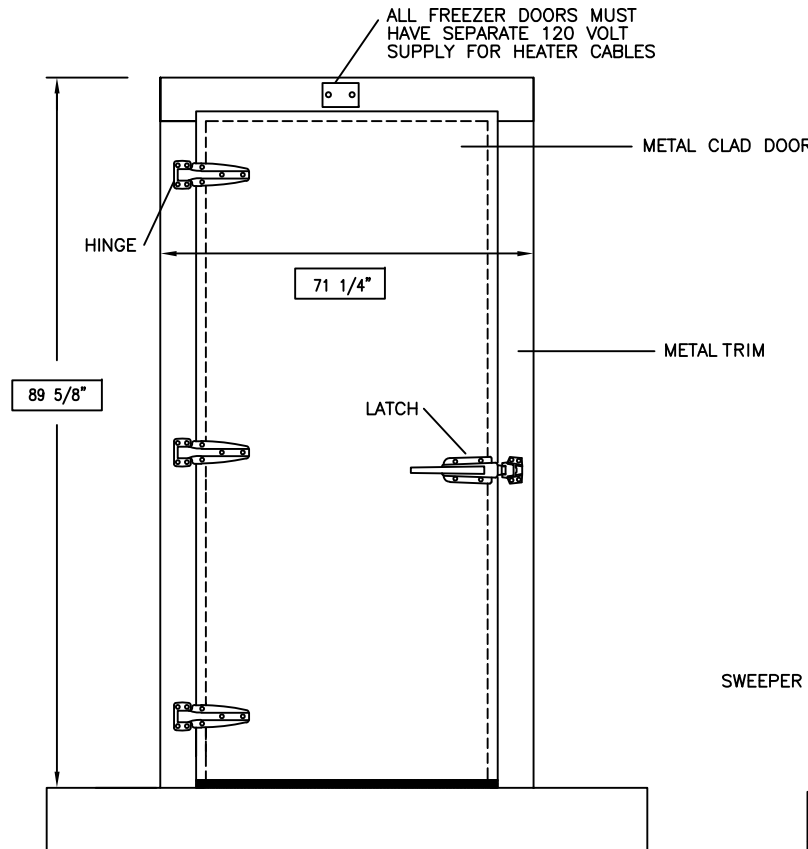
1. DOOR THICKNESS  
4"
2. TEMPERATURES  
COOLER   
FREEZER
3. SWING  
LEFT   
RIGHT
4. PANEL AND FRAME CLADDING  
WHITE STUCCO EMBOSSED GALV STEEL
5. LATCH  
PADLOCKABLE  
CHROME FINISH
6. INTERIOR RELEASE  
SAFETY RELEASE W/ NYLON PUSH ROD
7. HINGE  
CHROME FINISH
8. FASTENERS  
THROUGH BOLTS
9. JAMBS  
JAMB DEPTH 3 1/2"   
JAMB DEPTH 5 1/2"

## OPTIONS

10. INSIDE PLASTIC TRIM
11. FREEZER DOOR  
HEATER WIRE RUN THROUGH 3 SIDES OF DOOR FRAME AS WELL AS THRESHOLD

## 5' x 7' DOOR

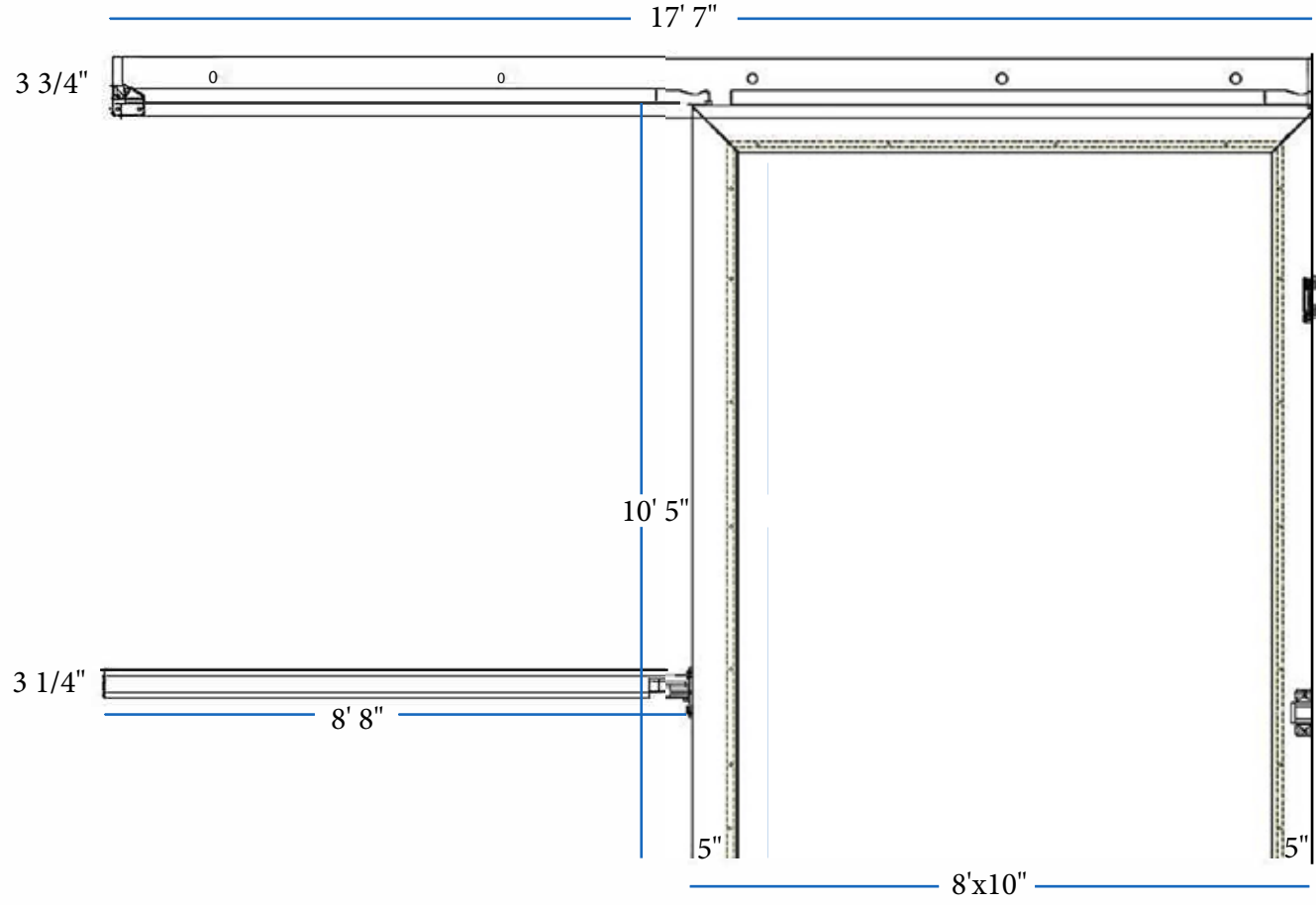
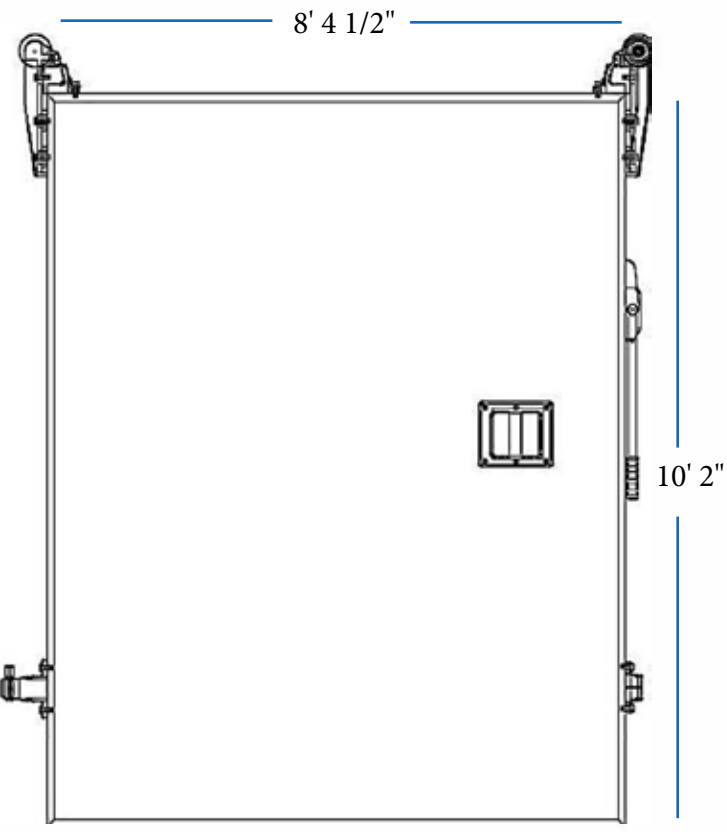
NOTE: LEFT SWING SHOWN, RIGHT SWING OPPOSITE



**920-231-1711**  
**WWW.BARRINC.COM**  
**WALK-IN COOLER OR**  
**FREEZER DOOR**



# 8'x10' Door



# Exhibit 23 - Receiving and Shipping Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 23 – Receiving and Shipping Plan**

The Applicant must create a receiving and shipping plan that, at a minimum, ensures the following, in coordination with any contracted Secure Transporter or State Testing Laboratory, as applicable:

**• 23.1 – Individual batches of cannabis being received for storage and/or processing were appropriately prepared, tagged or otherwise identified, and inserted in containers at the time of receipt.**

The intake procedure for cannabis products includes:

- Name and address of seller
- Transfer manifest authorizing the transfer
- Unique product code or SKU
- Supplier batch, lot or control number
- Weight in metric units (all usable cannabis)
- Number of immature plants received
- Date of manufacture or processing
- Date the cannabis/plants were received
- Amount of finished products received including, as applicable, the weight in metric units or the number of units
- Strain identification; traceability; certificates of strain analysis or similar documentation
- Product test data from a certified laboratory
- Certificate of Analysis – product specifications
- Harvest specifications including chemicals added during cultivation
- Transferring agent’s registration card and expiration date

Upon completing this intake procedure, batches of cannabis received for storage and/or processing will be inserted into properly labeled storage containers within the designated secure storage vault, physically labeled according to its intended purpose, and entered into METRC and Seed & Beyond to maintain unbroken chain of custody and paperless record of the material’s location.



- **23.2 – Batches and containers arriving from a cultivator have been QR coded or otherwise digitally coded to identify, at a minimum, the Cultivator, facility, plant tag identification number, date of harvest, and the date of the cultivator’s State Laboratory testing approval.**

As an Integrated Facility, in Phase I of operation the Company expects to exclusively receive for processing cannabis that has been grown within its own facility. Whether arriving from our own property or another facility, all incoming material must be barcoded with a unique identifier that has been previously entered into the state approved METRC tracking system. This identification will include, at a minimum, the Cultivator and facility of origin, plant tag identification number, date of harvest, and the date of the final “release” approval from a licensed State Testing Laboratory indicating the accurate potency and results of microbial testing. The company’s ERP system Seed & Beyond will seamlessly integrate with this METRC data, and allow for a more robust internal auditing process, as well as maintaining complete chain of custody batch tracking, allowing all potential protocols for product traceback and recall should it become necessary.

- **23.3 – Incoming cannabis is accompanied by the secure transporter’s manifest and other appropriate documentation; the information thereon is accurate and has been duly executed by all appropriate parties.**

Incoming cannabis, even from within the Company’s own cultivation facility, will be identified as a “transfer” in both Seed & Beyond and METRC. Delivery by a secure transporter will involve a transport manifest that will have been generated by METRC using a template created within that state-approved tracing software. As our Seed and Beyond interface will have the capability to integrate directly with METRC, information to be conveyed will be digitally captured and manually verified by receiving personnel. Authorized laboratory staff will verify that all hard documents have been duly executed by all appropriate parties.

- **23.4 – All information from the QR code relating to the incoming cannabis, as well as the date and time of arrival, has been logged into the Statewide-Seed-to-Sale Tracking System.**

The software integration between Seed and Beyond and Metrc allow for the seamless tracking of incoming cannabis via QR codes. Our procedures dictate all incoming products are accompanied with transfer manifests confirming the chain of custody seen in our METRC data. Incoming transfers of Cannabis products will always be under the supervision of a managing authority to sign off on transfers as they happen in Seed and Beyond at the time of transfer to ensure accuracy in reporting date and time of arrival.

- **23.5 – Individual batches of medical cannabis products being shipped from a facility operated by an Integrated Facility to a Dispensary or Cultivator by means of a Secure Transporter must be appropriately packaged, labeled, and inserted in containers prior to transport.**

All cannabis and medical cannabis will be transported using secure transport procedures. The Company Binder S: contains standard processes used in the Secure Transport of Cannabis and Medical Cannabis. Cannabis transported by the Company is listed on a manifest, created by Seed and Beyond using accepted manifest templates in METRC, prior to dispatch from the Processing and Packaging Building. The Secure Transport vehicle is non-descript, does not bear the company logo, or in any way indicate that medical cannabis products are stored or transported in the vehicle.

Medical cannabis and cannabis will be in a locked container within the transport vehicle. There will be a minimum of two people, designated as Transport Driver and Transport Technician, in the vehicle whenever cannabis or medical cannabis is being transferred between locations. The occupant of the vehicle will not have access to the cannabis or

medical cannabis products while the vehicle is operational. The secure transport will make only authorized stops while the vehicle contains cannabis or medical cannabis, each vehicle is also equipped with a satellite phone for added security.

**• 23.6 – Batches and containers being shipped from the Applicant’s facility must be QR coded or otherwise digitally coded to identify, at a minimum, the Integrated Facility, facility, type of product, date of processing and packaging, and the date of the Integrated Facility’s State Laboratory testing approval(s).**

Any and all cannabis to be shipped from the Company’s facility for any reason will be properly QR coded to identify, at a minimum, the originating facility of our Company, the types of all products contained therein, date of manufacture and packaging, and the date and associated COA batch identifier of the release approval results from a State Testing Laboratory.

**• 23.7 – Outgoing medical cannabis is accompanied by the Secure Transporter’s manifest and other appropriate documentation; the information thereon is accurate and has been duly executed by all appropriate parties.**

All outgoing medical cannabis is accompanied by the Secure Transporter’s manifest and other appropriate documentation; the information thereon is accurate and has been duly executed by all appropriate parties.

**• 23.8 – All information from the QR code relating to the outgoing medical cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System.**

The software integration between Seed and Beyond and Metrc allow for the seamless tracking of outgoing cannabis via QR codes. Our procedures dictate all outgoing products are accompanied with transfer manifests confirming the chain of custody seen in our

METRC data. Outgoing transfers of Cannabis products will always be under the supervision of a managing authority. These transfers will be arranged ahead of time by allocating the batch of interest to quarantine designated “Transfers” within Seed & Beyond System. QR codes associated with batches designated for transfer will be confirmed by the managing authority and authorized transportation agent before leaving the facility in METRC.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 24 – Secure Transport Vehicles

## Verification

**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

12/30/22

**Signature of Verifying Individual**

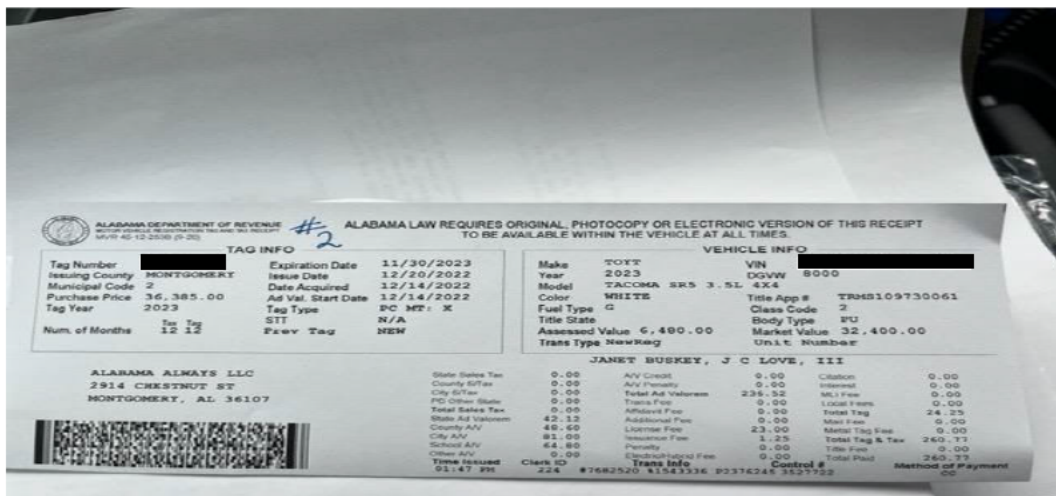
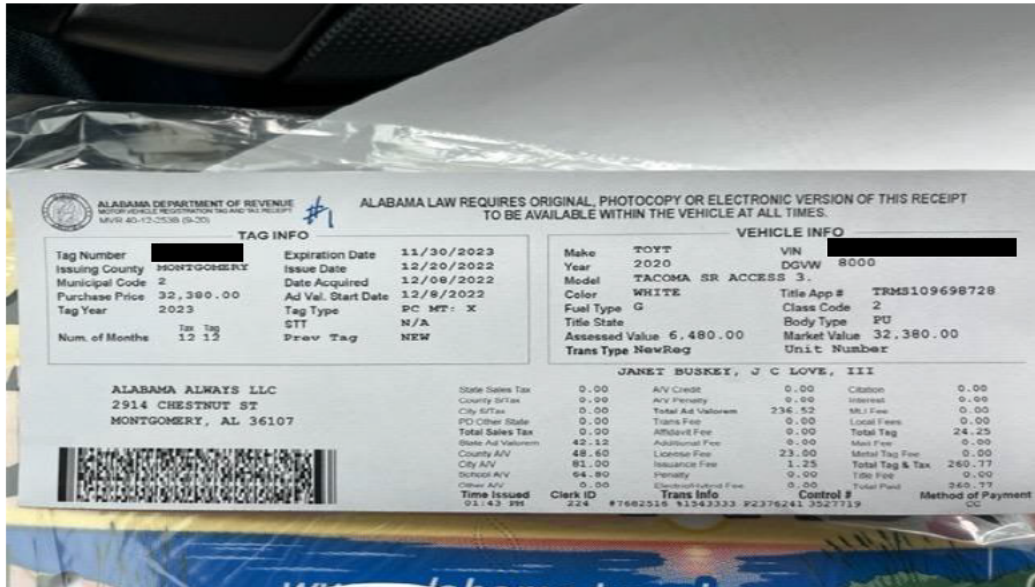
**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 24 – Secure Transport Vehicles**

**• 24.1 – Documentation of Possessory Interest for Secure Transport Vehicles**

As part of Exhibit 24, the Company has submitted documentation of possessory interest for two (2) vehicles to be used for the secure transportation of medical cannabis below:



**• 24.2 – Declarations Pages of Insurance Policies Covering Secure Transport Fleet**

As part of Exhibit 24, the Applicant has included copies of declaration pages of insurance policies applicable to all vehicles to be owned and operated by the Applicant, particularly those proposed for the secure transport of cannabis or medical cannabis.

**• 24.3 – License plate numbers for all secure transport vehicles**

| Fleet Vehicle          | AL License Plate Numbers | DOT Numbers |
|------------------------|--------------------------|-------------|
| 2023 Toyota Tacoma 2WD | ██████████               | N/A         |
| 2023 Toyota Tacoma 4WD | ██████████               | N/A         |

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



December 19, 2022

Alliant Insurance Services, Inc.  
353 N. Clark St.  
Chicago, IL 60654

James Eaton  
Alabama Always, LLC  
2914 Chestnut Street  
Montgomery, AL 36107

P (312) 595-6245  
CA License No. 0C36861  
[alliant.com](http://alliant.com)

Dear Mr. Eaton,

Thank you for expressing interest in having Alliant Insurance Services, Inc. service Alabama Always, LLC's insurance needs in connection with their effort to participate in the Alabama Medical Marijuana Program (the "Program"). Alliant has conducted due diligence into providing Alabama Always, LLC with the appropriate coverage for its business needs as a participant in the Program.

You have advised Alliant Insurance Services that Alabama Always, LLC will conduct its business operations in strict compliance with all applicable laws and regulations of the State of Alabama. Accordingly, subject to Alabama Always, LLC remaining in compliance with the above referenced laws and regulations, Alliant will endeavor to provide it with the coverage it needs to participate in the Program, including, but not limited to:

- \$1,000,000 per occurrence/\$1,000,000 aggregate professional liability coverage on a claims-made form. Quoting insurer will include Kinsale Insurance Company.
- \$1,000,000 per occurrence/\$2,000,000 aggregate product liability and general liability coverage on either a Claims-Made or Occurrence Form. Quoting insurers are James River Insurance Company, TriSura Specialty Insurance Company and Curotech Insurance Company.
- Property Insurance on a Special Form policy with Replacement Cost Valuation insuring Alabama Always, LLC-owned improvements & betterments, contents, & equipment. Property policy will include Business Interruption insurance in an amount equal to projected annual revenue & Crop coverage to insure living plants at the following stages: vegetative, flowering, harvested. Quoting insurers are: American Federation Insurance Company & Trisura Specialty Insurance Company.

Thank you for expressing interest in allowing Alliant Insurance Services to service Alabama Always, LLC's insurance needs in connection with its participation in the Program. We look forward to assisting you in this exciting endeavor.

Sincerely,

John P. Harney  
EVP/Managing Director  
Alliant Insurance Services



# Exhibit 25 – Compliance with Alabama Public Service Commission Requirements

The contents of this document are redacted because they contain proprietary information regarding this Applicant’s marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 et seq., a “trade secret” is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant’s marketing and advertising plan constitutes a trade secret under the foregoing. See *Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 et seq. (“Trade Secret Act”).

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by:  
*Michael Bruce*

12/30/22

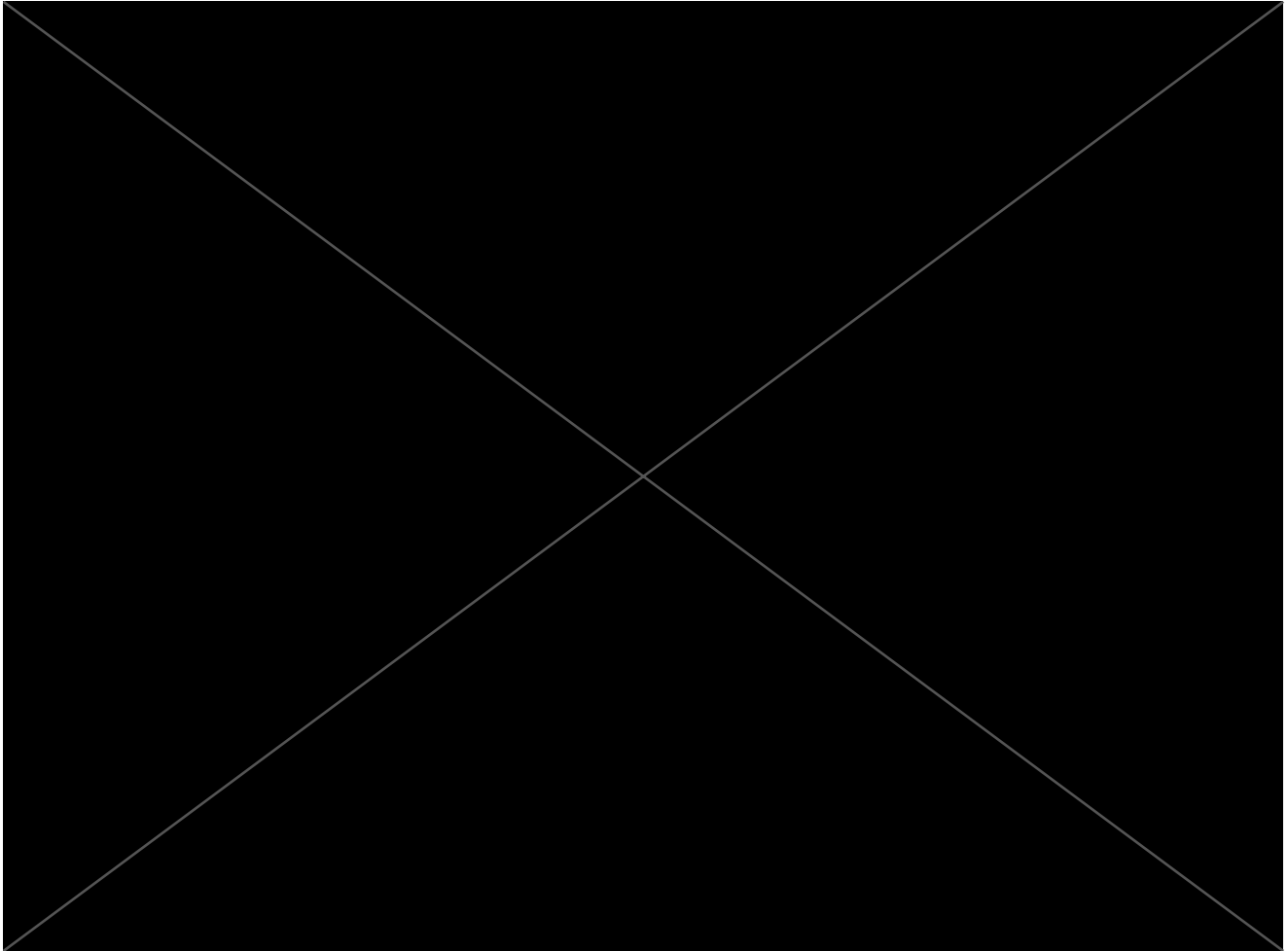
Signature of Verifying Individual

Verification Date

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 25 – Compliance with Alabama Public Service Commission Requirements.**

The Company delivered its application to the Alabama Public Service Commission on December 23, 2022. We remitted a money order for the registration fee and two (2) DOT tags for our fleet vehicles.



At that time, the Company also submitted a completed and notarized Form 14A for Intrastate Carrier Registration, which is also included as part of Exhibit 25.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

**APPLICATION FOR MOTOR CARRIER CERTIFICATE**

**Before the  
ALABAMA PUBLIC SERVICE COMMISSION**

This Application is being filed as a result of the Federal Aviation Administration Authorization Act of 1994, and the applicant claims the benefits and privileges of said Act.

This Application should be typed or neatly printed, properly signed and sworn to, and filed with the \$100.00 filing fee (cashier's check or money order) with the Alabama Public Service Commission, P. O. Box 304260, Montgomery, Alabama 36130.

**SECTION I**

Applicant Alabama Always LLC  
(Legal name)

Doing Business as Amapure  
(Trade name)

Business Address 2914 Chestnut St.  
(Must be a physical address - cannot be a post office box)

Montgomery AL 36117  
(City) (State) (Zip Code)

Mailing Address 2914 Chestnut St.  
(May be a post office box)

Montgomery AL 36117  
(City) (State) (Zip Code)

334,571-1820 ( ) info@alabamalways.com  
(Telephone Number) (Facsimile Number) (Email address)

Applicant seeks a Certificate to transport property between all points in the State of Alabama, except household goods. (Household goods requires a separate application)

**SECTION II**

FORM OF BUSINESS (Check only one):

- CORPORATION
- LIMITED LIABILITY COMPANY (LLC)
- LIMITED PARTNERSHIP (LP)
- LIMITED LIABILITY PARTNERSHIP (LLP)
- SOLE PROPRIETORSHIP\*
- PARTNERSHIP (Identify partners)\* \_\_\_\_\_
- OTHER (identify) \_\_\_\_\_

\*All Individual and Partner Applicants must comply with the provisions of Code of Alabama 1975, §31-13-29 by submitting a completed Proof of U.S. Citizenship form (available at [www.psc.alabama.gov](http://www.psc.alabama.gov)) confirming the Applicant's United States citizenship.

## SECTION II Continued

Out of State Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP), *Limited Liability Partnerships* (LLP) must register with the Alabama Secretary of State.

Alabama corporation, LLC, LP, or LLP,

OR

Out of State Corporation, LLC, LP, or LLP

State of Organization: \_\_\_\_\_



Attach Certificate of Registration from the Alabama Secretary of State

Copy of Articles of Incorporation or Articles of Organization is attached as Appendix "A" or is already on file with the Alabama Public Service Commission.

If you have been issued a U.S.D.O.T. number, MC number, or Alabama Public Service Commission Permit or Certificate number, provide it here:

USDOT#

MC#

APSC#

Applicant proposes to use approximately (number of) \_\_\_\_\_ motor vehicles of the kind and type described in Appendix "B" hereto attached. (Give detailed description showing type, make, model, and rated capacity).

### SECTION III

Applicant has the required insurance and Forms E and H proof of coverage properly filed with the Commission. (Form E and Form H are provided by the Insurance Company)

\$100.00 filing fee paid (cashier's check or money order only)

A financial statement (balance sheet and income/expense statement) for the most recent tax year is attached hereto as Appendix "C."

Applicant has attached hereto a Unified Carrier Registration (UCR) receipt for current year Or Form B-2, application for registration number with statutory fee of \$6.00 per vehicle.

### SECTION IV

Applicant has a safety fitness rating from the United States Department of Transportation of satisfactory as shown by Attachment "D."

OR

Applicant has attached as Appendix "D" a description of its safety program that shows compliance with requirements of the Commission's rules and/or the rules of the United States Department of Transportation.

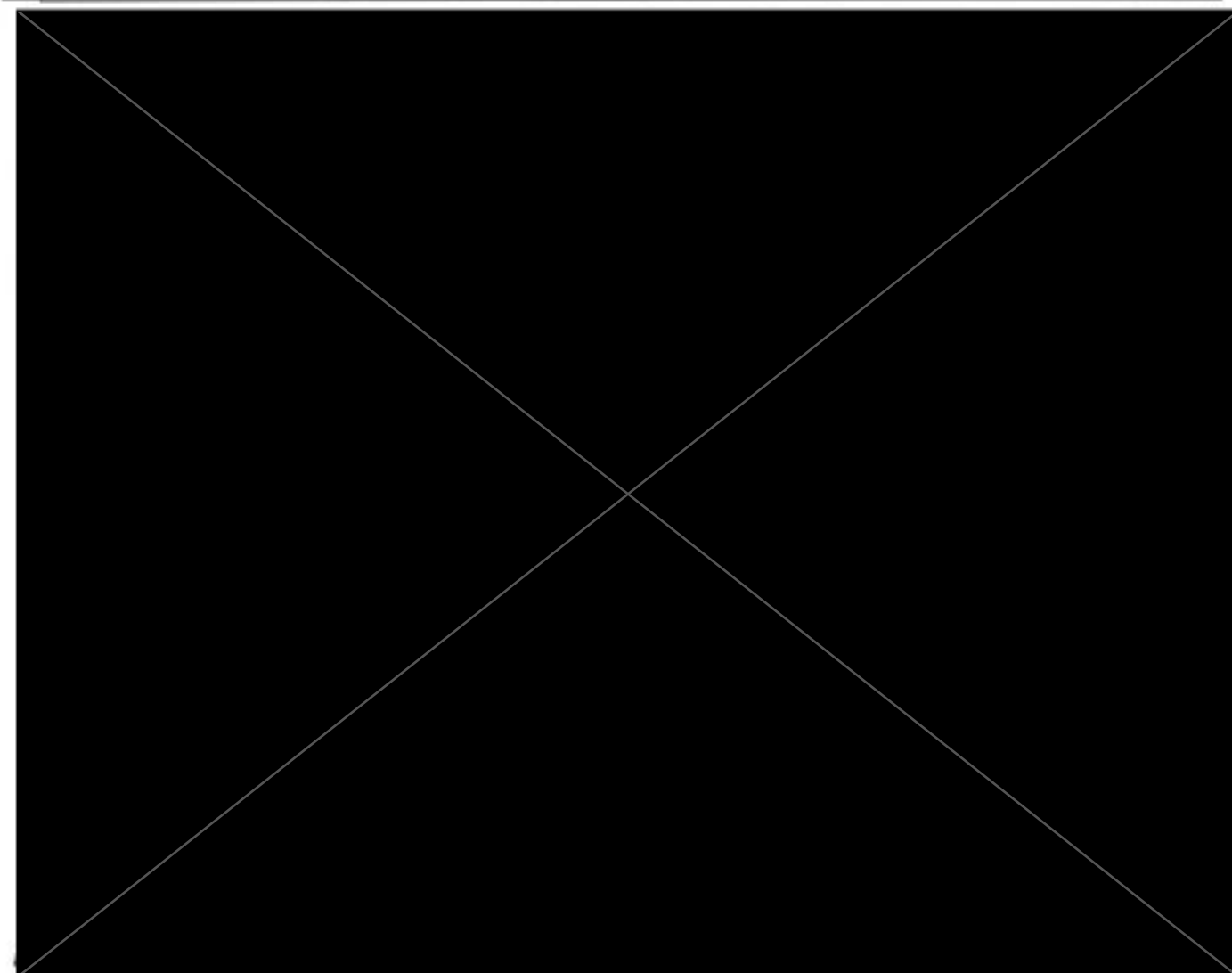
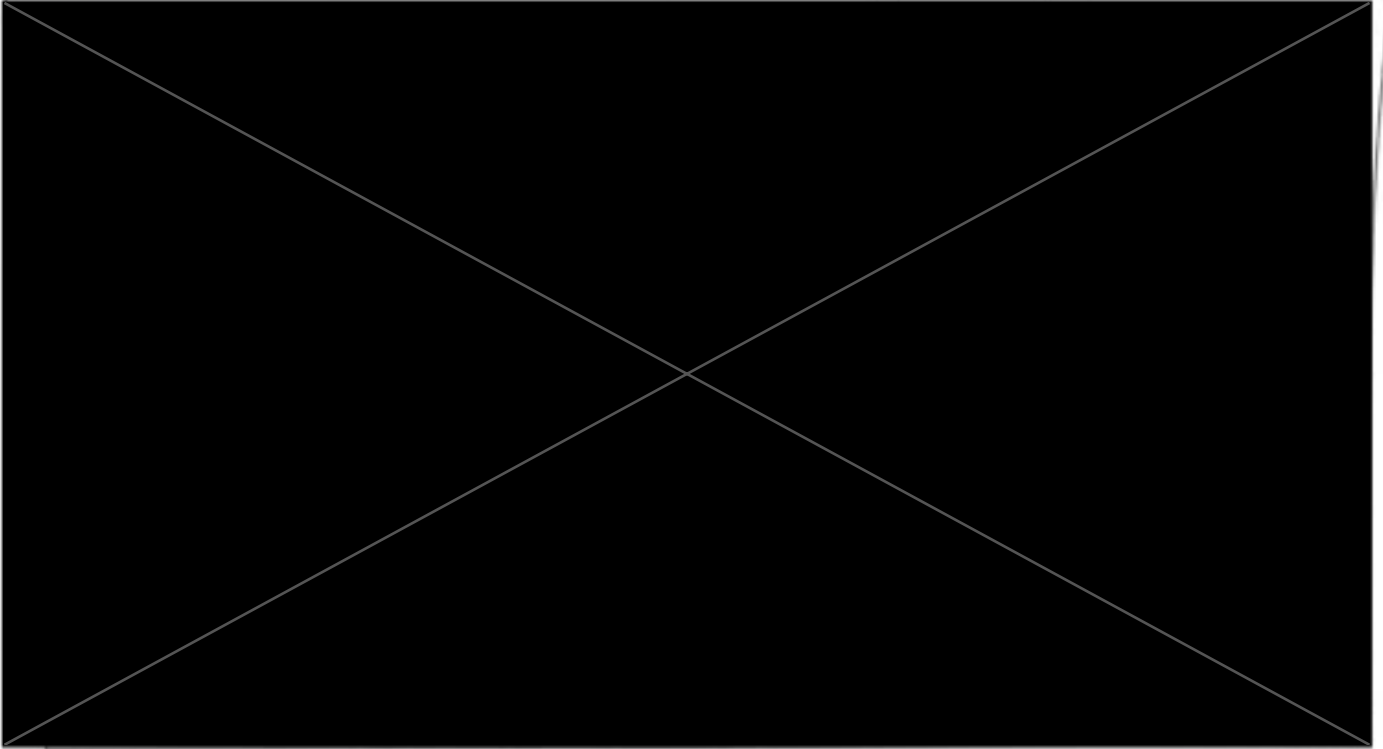
### SECTION V

Applicant understands that the filing of this Application does not, in itself, constitute authority to operate; will submit such additional information in connection with this Application as the Commission may require; and will comply with requirements of the laws of the State of Alabama, and the rules and regulations of the Commission made thereunder, as are applicable to intrastate transportation of property.

All Individual and Partner Applicants have attached hereto a completed "Proof of U.S. Citizenship" form.

**SECTION VI**

Name and address of the contact person that can answer questions about this application or supply additional information:



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$200.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616. The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located. If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a \$30 fee will be charged.

This form must be typed.

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. (You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply):

Alabama Always, LLC

- 2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

- 3. The name of the Registered Agent (only one agent): Mike Bruce

Street (No PO Boxes) address of Registered Office (must be located in Alabama): 246 Blue Creek Circle

Dadeville, Alabama 36853

\*COUNTY of above address: Tallapoosa

Mailing address in Alabama of Registered Office (if different from street address): Same

- 4. The undersigned certify that there is at least one member of the limited liability company.

This form was prepared by: (type name and full address)

Thomas Kelly  
The Kelly Law Firm, PC  
PO Box 605  
Clayton, AL 36016

RECEIVED DATE

JUN 08 2021 *[Signature]*

SECRETARY OF STATE  
OF ALABAMA

(For SOS Office Use Only)

Alabama  
Sec. Of State  
New Entity  
866-381 D.L.  
Date 6/08/2021  
Time 13:56  
210608 3 Pg  
Tallapoosa County  
File \$100.00  
County \$100.00  
Total \$200.00  
03/046

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

5. Check only if the type applies to the Limited Liability Company being formed:

- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 06 / 08 / 21 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 1:00  AM or  PM. (cannot be noon or midnight - 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

06 10 31 2021  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5A-2.04

Mike Bruce  
Typed Name of Above Signature

Manager  
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

\*County of Registered Agent is requested in order to determine distribution of County filing fees

John H. Merrill  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama  
1975, and upon an examination of the entity records on file in this office, the  
following entity name is reserved as available:

**Alabama Always, LLC**

This name reservation is for the exclusive use of Mike Bruce, 246 Blue Creek  
Circle, Dadeville, AL 36853 for a period of one year beginning June 02, 2021 and  
expiring June 02, 2022

In Testimony Whereof, I have hereunto set my  
hand and affixed the Great Seal of the State, at the  
Capitol, in the city of Montgomery, on this day.



RES955578

June 02, 2021

Date

*J. H. Merrill*

John H. Merrill

Secretary of State

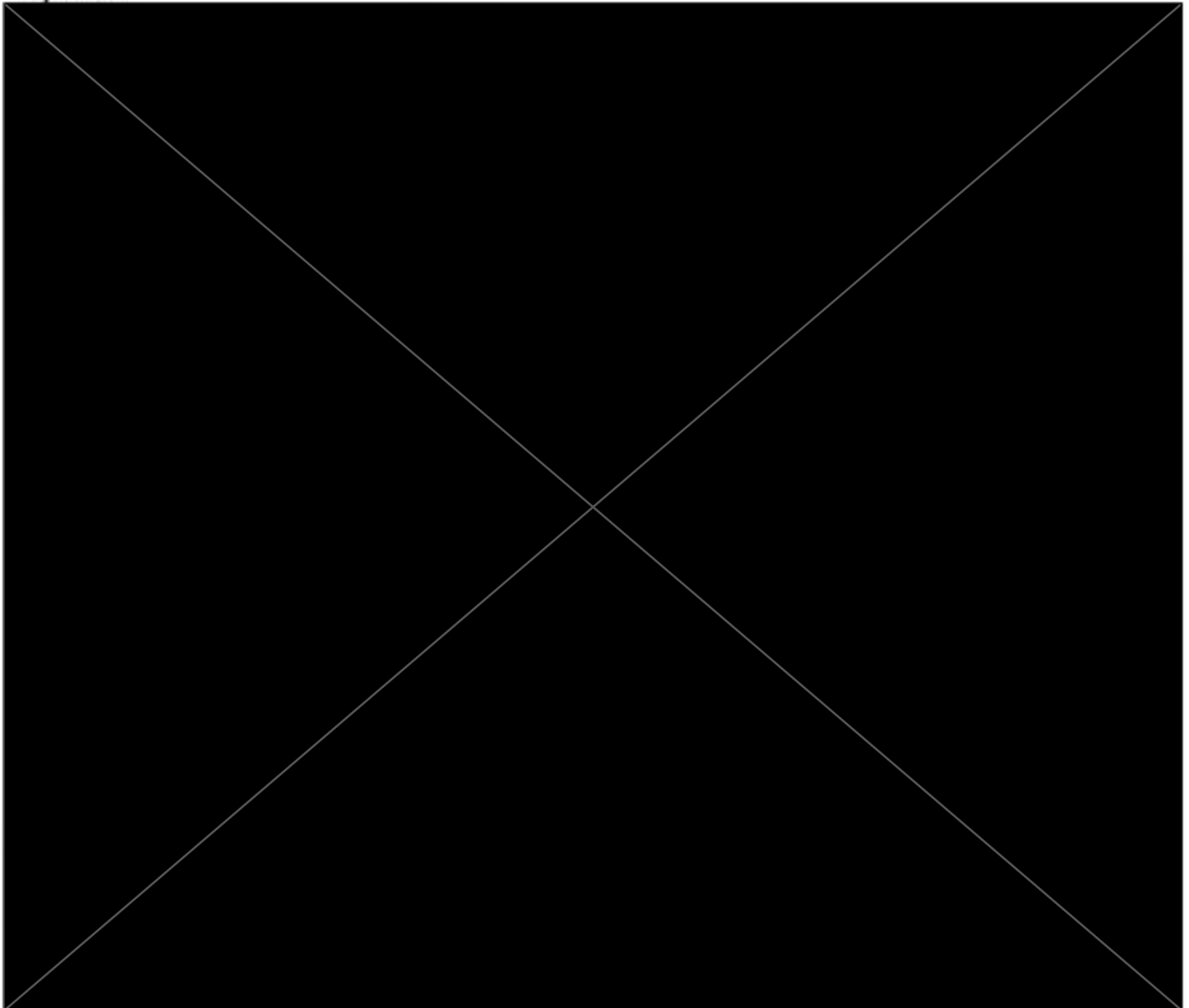


APPENDIX "B"  
MOTOR VEHICLE LIST

TO: ALABAMA PUBLIC SERVICE COMMISSION  
P. O. BOX 304260  
MONTGOMERY, AL 36130

LEGAL NAME: Alabama Always LLC d/b/a Amature  
MAILING ADDRESS: 2914 Chestnut St.  
CITY: Montgomery STATE AL ZIP CODE: 36107

The above mentioned carrier hereby describes that the following vehicles are used in Motor Carrier operations:



FORM B-2

VEHICLE REGISTRATION NUMBERS  
FOR COMPENSATED MOTOR CARRIERS WITH INTRASTATE ONLY VEHICLES

(This form is not to be used for a vehicle used in interstate  
commerce and included in a UCR payment)

TO: ALABAMA PUBLIC SERVICE COMMISSION  
P. O. BOX 304260  
MONTGOMERY, AL 36130-4260

LEGAL NAME: Alabama Always LLC

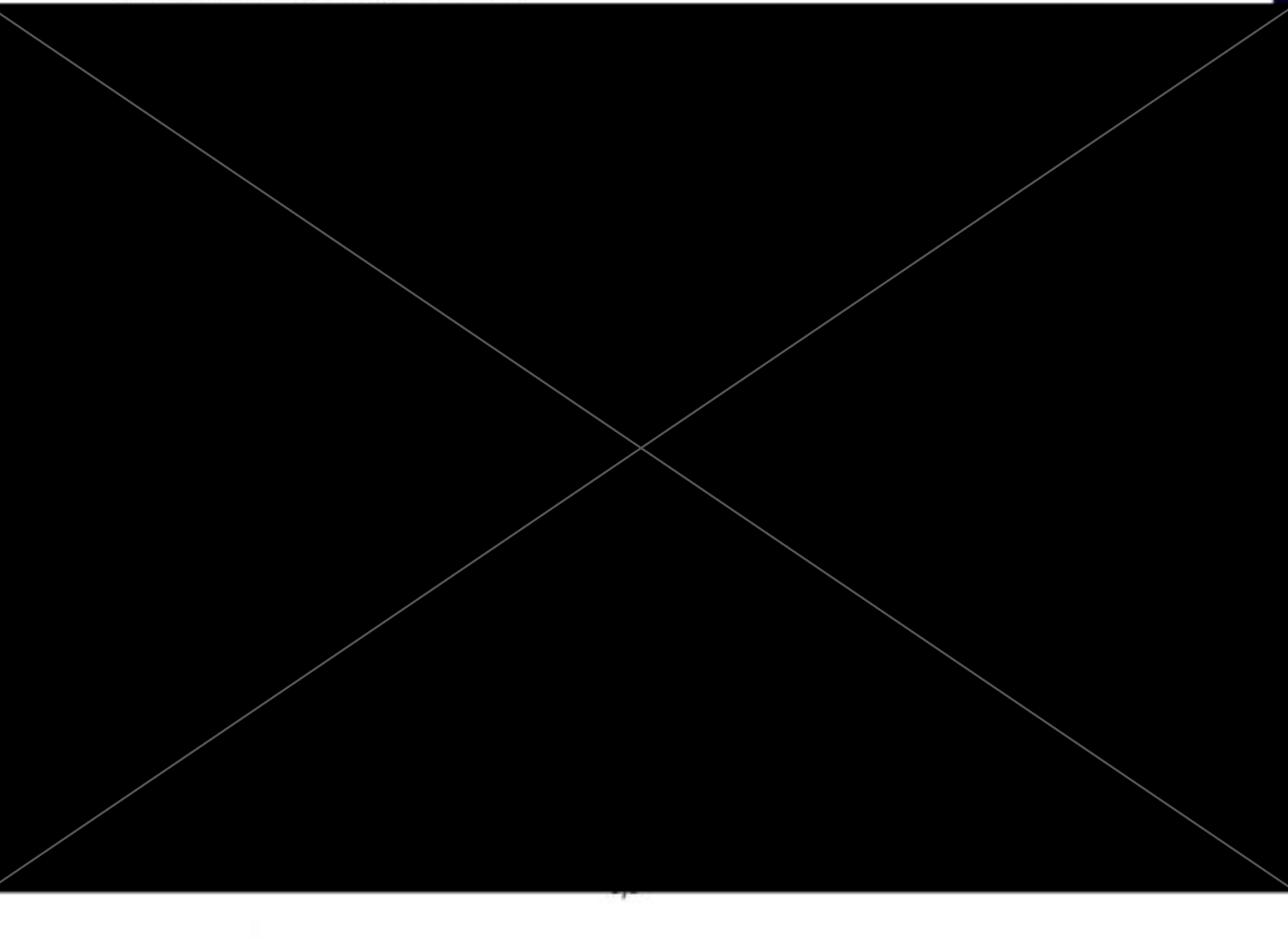
D/B/A: Amapure

MAILING ADDRESS: 2914 Chestnut St.

CITY: Montgomery STATE: AL ZIP CODE: 36107

APSC CERTIFICATE NO.: \_\_\_\_\_ OR PERMIT NO.: \_\_\_\_\_

The above described applicant hereby applies for issuance of Vehicle Registration Numbers at \$6.00 each for the following identified vehicles.



# APPENDIX "C"

## FINANCIAL STATEMENT

A financial statement (balance sheet and income/expense statement) for the most recent tax year may be used in lieu of this document.

### NET WORTH

#### ASSETS:

Cash on Hand  
Checking Account Balance  
Money in Savings Accounts  
Market Value of Home(s)  
Market Value of Businesses  
Furniture, Equipment, etc  
Resale Value of Automobiles  
Money owed to you  
Certificates of Deposit (CDs)  
Stocks/Bonds/Mutual Funds  
Other:

#### TOTAL ASSETS:

#### LIABILITIES

Mortgage and/or Real Estate Loan  
Home Improvement Loan  
Automobile Loan(s)  
Installment Contracts  
Credit Card Debts  
Bank Loans  
Student Loans  
Cash Advances  
Taxes Owed  
Medical Bills  
Other:

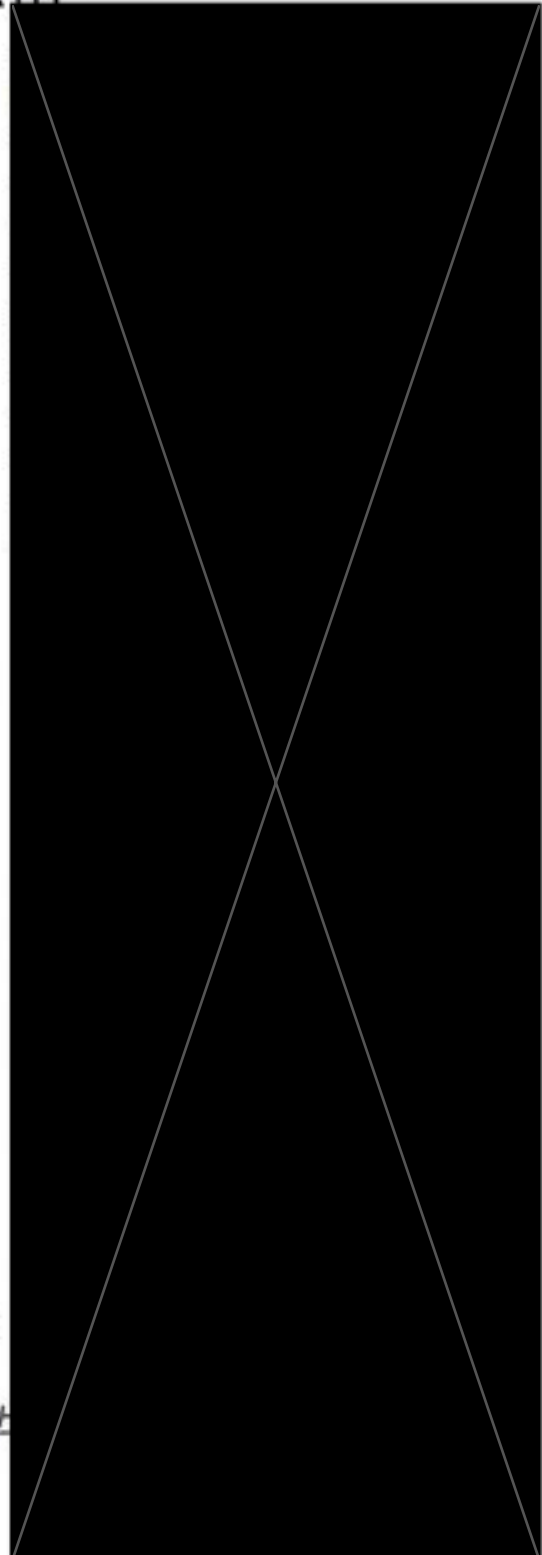
#### TOTAL LIABILITIES:

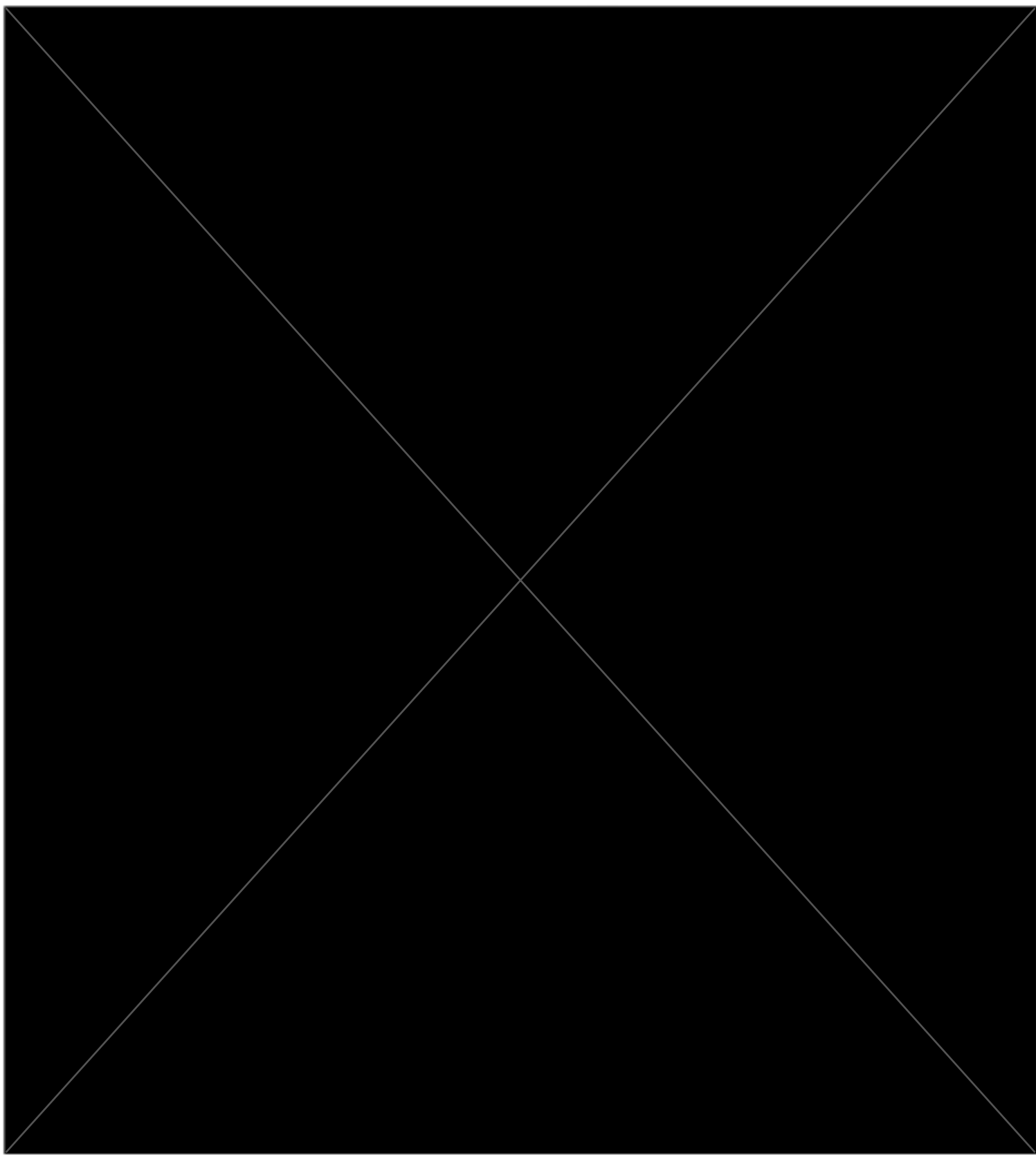
*To find net worth:*

**TOTAL ASSETS**

**(Subtract) TOTAL LIABILITIES**

**THIS IS YOUR NET WORTH**





# Exhibit 26 - Commercial Driver's License

The contents of this document are redacted because they contain proprietary information regarding this Applicant's marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a "trade secret" is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant's marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* ("Trade Secret Act").

## Verification

**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206EB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 26 – Commercial Driver’s License.**

The Company has submitted a completed Form H for our identified candidate for Transportation Manager to satisfy the requirements of Exhibit 26.

The identified candidate has a current Commercial Driver’s License (CDL) designation on their Alabama driver’s license.

Prior to operating any company vehicle, the identified candidate, if hired, will be required to complete the Company’s own Safe and Evasive Maneuvers Driving (SEMD) course for all secure transport delivery technicians.

All secure transport employees will be required to complete all requisite training and shall maintain compliance with all federal, state and local laws applicable to them at all times while employed by the company as a driver.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

**FORM H: SECURE TRANSPORT DRIVERS**

Complete a separate form and verification for each of the Applicant's secure transport drivers.

**Alabama Always LLC**

**Integrated Facility**

Business License Applicant Name

License Type

**Secure Transport Driver Information**

[Redacted]

[Redacted]

[Redacted]

Secure Transport Driver Name

Date of Birth

SSN

**Driver's License Information**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Issued by (State)

Number

Issue Date

Expiration Date

**Citations, Fines & Violations**

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

**Michael Bruce**

\_\_\_\_\_  
Printed Name of Verifying Individual

DocuSigned by:  
*Michael Bruce*

\_\_\_\_\_  
Signature of Verifying Individual

**President**

\_\_\_\_\_  
Title of Verifying Individual

**12/30/2022**

\_\_\_\_\_  
Verification Date



# Exhibit 27 – Fleet Summary

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 27 – Fleet Summary.**

The Applicant will establish a Secure Transport Fleet, consisting of two vehicles, in Phase I.

The Transportation Manager is responsible for managing all aspects of the Applicant’s secure transport activities, including vehicle maintenance. The Finance Manager is responsible for maintaining current automobile insurance coverage and providing proof of such, which is required to be in every fleet vehicle at all times.

The Applicant is submitting basic information and vehicle specifications for the two (2) vehicles that comprise the Secure Transport fleet in Phase I:

| YEAR | MAKE   | MODEL         | VIN NUMBER           | LICENSE PLATE NUMBER |
|------|--------|---------------|----------------------|----------------------|
| 2023 | Toyota | Tacoma 2WD SR | ████████████████████ | ██████████           |
|      |        |               |                      |                      |
| 2023 | Toyota | Tacoma 4WD SR | ████████████████████ | ██████████           |

**STANDARD VEHICLE SPECIFICATIONS FOR 2023 TOYOTA TACOMA SR**

- Star Safety System™ includes Vehicle Stability Control, Traction Control, Anti-lock Brake System with Electronic Brake-force Distribution, Brake Assist, and Smart Stop Technology®;
- Toyota Safety Sense™ includes Pre-Collision System w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert, and Automatic High Beams;
- Driver and front passenger Advanced Airbag System;
- Tire Pressure Monitor System;
- Class-IV towing hitch receiver, ATF cooler, engine oil cooler, power steering cooler, 130-amp alternator, 4- and 7-pin connector with converter, and Trailer-Sway Control (V6 only);
- Driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags and front and rear Roll-sensing Side Curtain Airbags;
- Engine immobilizer;
- 3.5-liter V6 direct-injection Atkinson-cycle engine with 278 hp @ 6000 rpm/265 lb.-ft. @ 4600 rpm;
- 3.5-liter V6 DOHC 24-valve direct-injection Atkinson-cycle engine with Variable Valve Timing-intelligent Wider Intake and Variable Valve Timing-intelligent Exhaust, with 278 hp @ 6000 rpm/265 lb.-ft. @ 4600 rpm (bore x stroke: 94.0 x 83.0 mm.; compression ratio: 11.8);
- Low Emission Vehicle III (LEV-III);
- 6-speed Electronically Controlled automatic Transmission with intelligence;

- 4WDemand part-time 4WD with electronically controlled transfer case and Automatic Limited-Slip Differential;
- Approach: 29 degrees/departure: 23.5 degrees/breakover angle: 21 degrees;
- Ground clearance: 9.4 inches;
- Hill Start Assist Control;
- One-piece frame rails with eight cross members and fully boxed front sub-frame;
- Coil-spring double-wishbone front suspension and stabilizer bar; leaf spring rear suspension with staggered outboard-mounted gas shock absorbers and stabilizer bar;
- Variable-assist power rack-and-pinion steering;
- Turning circle diameter (curb-to-curb): 40.6 feet
- Power-assisted ventilated front disc brakes; rear drum brakes with tandem booster and Star Safety System™;
- Full size spare tire;
- Exterior Overall height: 70.6 inches;
- Exterior Overall width: 74.4 inches;
- Exterior Overall length: 212 inches;
- Exterior Wheelbase: 127.4 inches;
- Exterior Bed length: 60.5 inches;
- Exterior Bed height: 19.1 inches;
- Exterior Bed width (between wheel wells): 41.5 inches;
- Exterior Track (front/rear): 63 inches/63.2 inches;
- Interior Head room dimensions (front/rear-seat): 39.7 inches/38.3 inches;
- Interior Hip room (front/rear-seat): 57.2 inches/56.3 inches;
- Interior Leg room (front/rear-seat): 42.9 inches/32.6 inches;
- Interior Shoulder room (front/rear-seat): 58.3 inches/ 58.9 inches;
- Interior EPA passenger volume (cu. ft) (front/rear-seat): 57.5 inches/42.6 inches;
- 4x4 transfer case ratio (high/low): 1.00:1/2.57:1;
- Differential ratio (automatic transmission): 3.909;
- Curb weight (@33% options): 4,445 lbs;
- Gross Vehicle Weight Rating (GVWR): 5,600 lbs;
- Payload: 1,155 lbs;
- Gross Combined Weight Rating (GCWR): 11,360 lbs;
- Fuel tank (gal.): 21.1;
- Seating capacity: 5;
- Maximum towing capacity: 6,400 lbs;
- Tongue load: 640 lbs;
- Class-IV towing hitch receiver, ATF cooler (not available on manual transmission), engine oil cooler, power steering cooler, 130-amp alternator, 4- and 7-pin connector with converter, and Trailer-Sway Control (TSC) (V6 only);
- Basic Warranty: 36 months/36,000 miles;
- Corrosion Perforation: 60 months/unlimited miles;
- Powertrain: 60 months/60,000 miles; and,
- Restraint Systems: 60 months/60,000 miles.

## **VEHICLE SPECIFICATIONS FOR SECURE TRANSPORT OF MEDICAL CANNABIS**

Beyond the basic vehicle specifications listed above, the Applicant's Secure Transport Fleet vehicles will be modified for enhanced safety and security during the transport of medical cannabis, as follows:

- Professionally installed dashboard and storage area cameras;
- 5G router and associated infrastructure to transmit real-time vehicle video, audio, and location;
- GPS tracking system capable of providing remotely monitored vehicle location and speed information;
- Vehicle security alarm system;
- Silent duress panic alarm button;
- Vault(s) appropriately secured and affixed to the vehicle;
- Commercial grade locking devices;
- Secured and affixed to the vehicle truck camper top; and,
- Cell phone and satellite phone charging stations.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 28 – Care and Maintenance of Vehicles

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

DocuSigned by:  
  
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12/30/22

\_\_\_\_\_  
**Signature of Verifying Individual**

\_\_\_\_\_  
**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 28 – Care and Maintenance of Vehicles.**

**GENERAL INFORMATION**

Beginning in Phase I, the Company’s fleet of secure transport vehicles will be serviced, maintained and/or repaired as needed by the automotive dealer from which they were purchased, in accordance with the terms and conditions of the warranty coverage for each vehicle.

In the event that any body repair work is needed on any of the Company’s secure transport vehicles, the Transportation Manager and Chief Operating Officer, respectively, will comply with all terms and conditions of its automotive insurance provider, to include identifying multiple qualified body repair shops and obtaining repair estimates from multiple vendors.

The Finance Manager is responsible for maintaining current automobile insurance on all Company owned vehicles, documenting proof of current coverage, and ensuring that all Company vehicles have current copies of vehicle registration, and proof of current insurance coverage in them at all times.

The Transportation Manager is responsible for ensuring that vehicle care and maintenance protocols and SOPs are followed by all Secure Transport employees and that all required forms and checklists are completed.

**VEHICLE CARE & MAINTENANCE SCHEDULE**

The Applicant will adhere to the recommended routine care, maintenance and service schedule for its secure transport vehicles. The manufacturer’s recommended vehicle care and maintenance schedule for the 2023 Toyota Tacoma is:

| <b>MILEAGE</b> | <b>MANUFACTURER’S RECOMMENDED VEHICLE SERVICE SCHEDULE</b>  |
|----------------|---|
| 5,000          | Tire rotation; visual brake inspection; check fluid levels and refill as needed; check windshield wiper blades, replace if needed   |
| 10,000         | All 5,000 mile services; cabin air filter inspection; oil and oil filter change   |
| 15,000         | All standard 5,000 mile checks; check driver’s floor mat for correct installation; propeller shaft bolt will be retorqued. <i>Inspections:</i> ball joints and dust covers; brake lines and hoses; cabin air filter; engine coolant; exhaust pipes and mountings; |

|        |  |
|--------|--|
|        | radiator and condenser; steering gear; steering linkage and boots.   |
| 20,000 | All standard 5,000 mile checks; oil filter and cabin air filter checked; oil change  |
| 25,000 | All previous appointment maintenance services except oil change and cabin air filter change.   |
| 30,000 | Automatic transmission checked for signs of leakage; propeller shaft bolt will be retorqued; engine air filter and oil change; <i>Inspections:</i> automatic transmission fluid cooler; ball joints and dust covers; brake components, lines and hoses; engine coolant; exhaust pipes and mountings; fuel lines and connections; fuel tank band; fuel tank vapor vent system hoses; fuel tank cap gasket; radiator and condenser; steering gear; steering linkage and boots. |
| 35,000 | Routine 5,000 mile maintenance services  |
| 40,000 | Routine 5,000 mile maintenance services; oil change; cabin air filter replacement  |
| 45,000 | Routine 5,000 mile maintenance services; <i>Inspections:</i> ball joints and dust covers; brake lines and hoses; cabin air filter; engine coolant; exhaust pipes and mountings; radiator and condenser; steering gear; steering linkage and boots.   |
| 50,000 | Routine 5,000 mile maintenance services; oil change; oil filter change; cabin air filter change  |

### **VEHICLE CARE & MAINTENANCE PROTOCOLS**

The following vehicle care and maintenance protocols are Standard Operating Procedures (SOPs) in the Applicant's Policy & Procedures Manual that apply to all Secure Transport employees:

- Policy T22.002: Driver Safety Checklist
- Policy T22.003: Vehicle Safety Checklist

The following form is also required:

- FORM T22.001: Driver Safety Checklist Form

The Applicant will add additional vehicle care and maintenance SOPs and/or Forms to the Policy and Procedures Manual, as needed.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 29 – Route Plans

The contents of this document are redacted because they contain proprietary information regarding this Applicant’s marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a “trade secret” is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant’s marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* (“Trade Secret Act”).

## Verification

**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

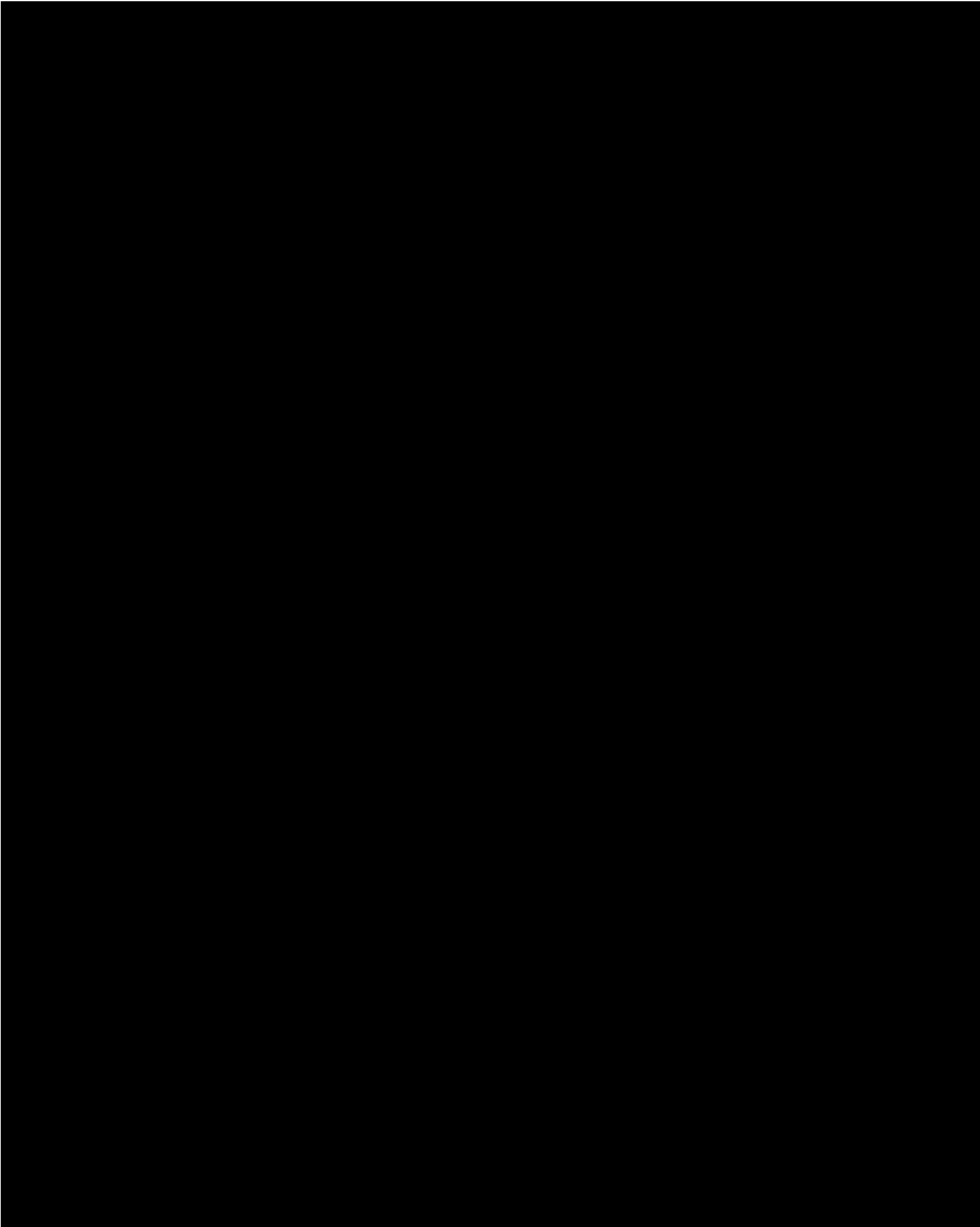
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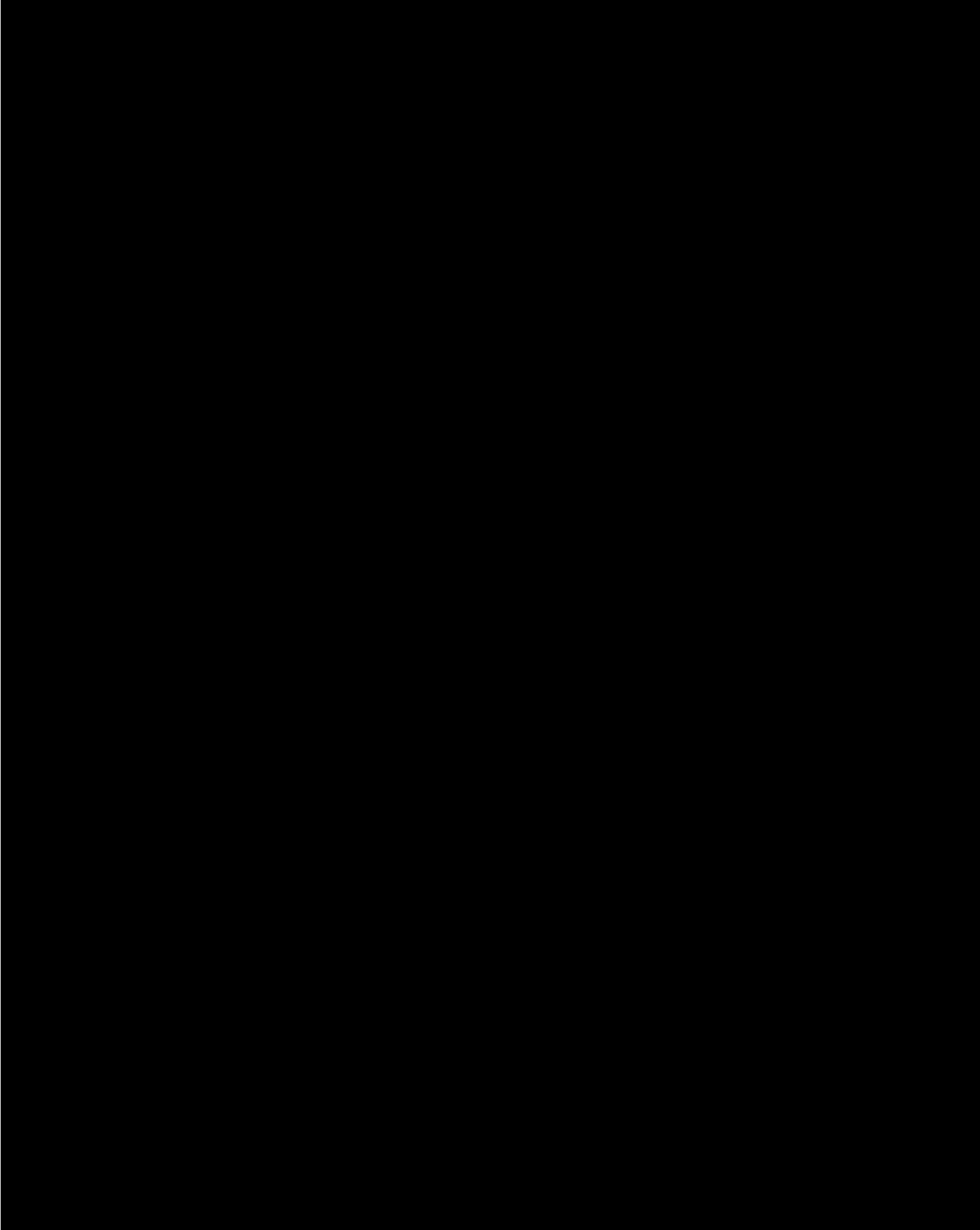
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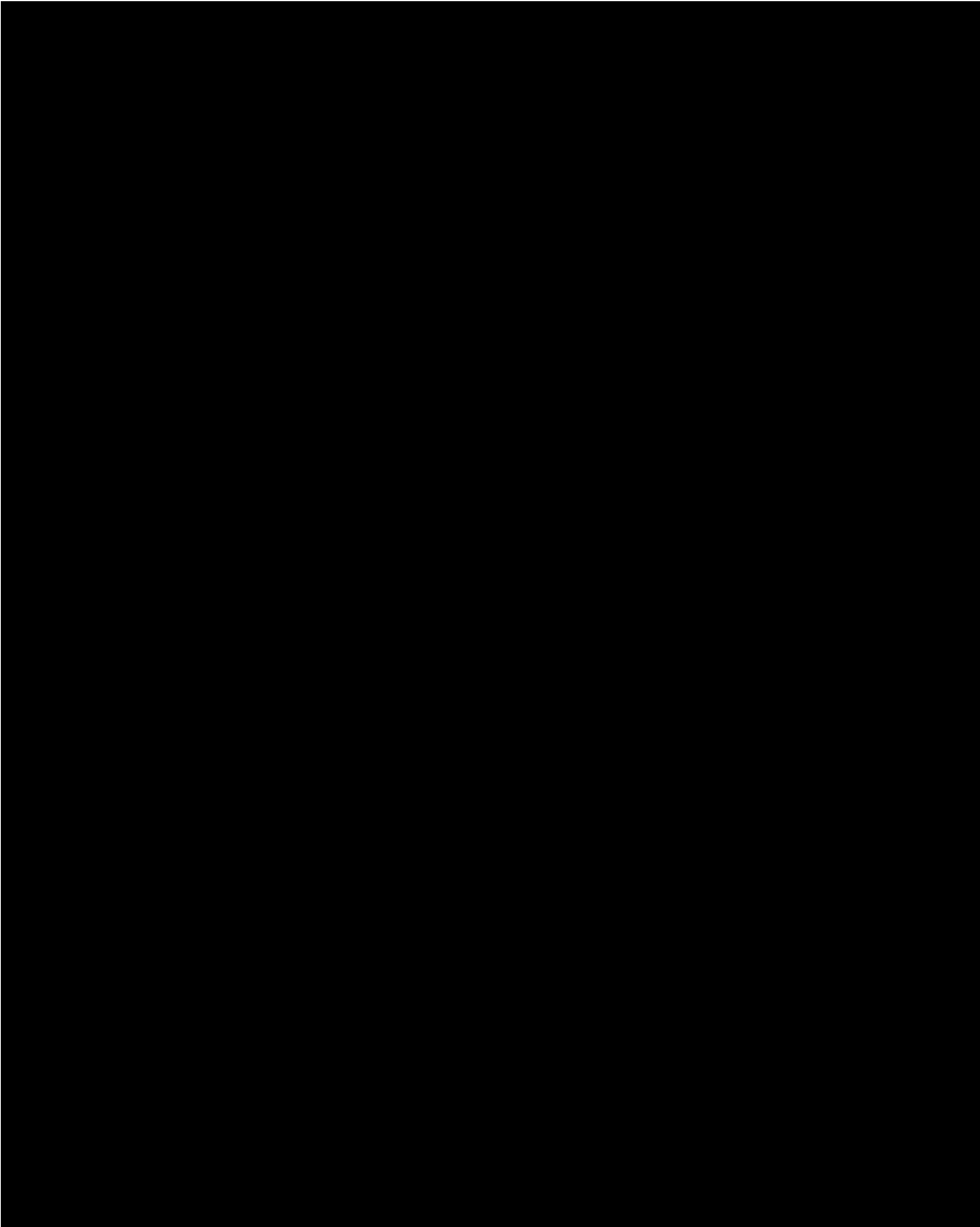
**Signature of Verifying Individual**

**Verification Date**









# Exhibit 30 – Plan for Segregation of Process Within and Transportation Between Facilities

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

**Printed Name of Verifying Individual**

President

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

**Signature of Verifying Individual**

12/30/22

**Verification Date**

**PART IV. – OPERATIONS PLANS & PROCEDURES**

**Exhibit 30 – Plan for Segregation of Processes Within and Transportation Between Facilities.**

Only cultivation employees and senior management, trained in clean room procedures, may access areas where live plants are present. Employees must use their unique identification badge to access areas where cannabis is grown, and medical cannabis is stored. As part of our segregation of processes, cultivation employees will be issued green scrubs as their uniform.

At harvest time, cannabis plants are cut and weighed. The wet weight is recorded by cultivation employees in our Seed and Beyond system. Records are verified by the Lead Grower or a supervisor. Harvested cannabis is moved to the drying and curing area.

All areas where cannabis is dried, cured, manicured, and stored will be monitored by video cameras equipped with precise audio equipment 24-hours a day. The video feed will be monitored live and recordings from the cameras will be stored for 60-days. Drying and curing is accessed by senior managers or cultivation employees in green scrubs using their employee identification badge. The locked storage area is only accessible by the authorized management using their unique employee identification badge.

Processing, manufacturing, packaging and transport share the Processing and Packaging Building at the facility.

The extraction area is accessible by authorized employees only using their unique employee identification badge. As part of our Segregation of Processes, extraction and manufacturing staff will wear gray or black scrubs.

Cannabis products are transferred to retail stores as needed. The Inventory Manager is responsible to maintain a supply of cannabis products adequate to meet our inventory needs for 60-days in case of an emergency. The Inventory Manager is responsible for following the SOP G22.900 Inventory Management Requirements.

Retail unit inventory will be replenished as it is used. All cannabis and medical cannabis will be transported using secure transport procedures. The Company Binder S: contains standard processes used in the Secure Transport of Cannabis and Medical Cannabis.

Cannabis transported by the Company is listed on a manifest, created by Seed and Beyond, prior to dispatch from the Processing and Packaging Building. The Secure Transport vehicle is non-descript, does not bear the company logo, or in any way indicate that medical cannabis products are stored or transported in the vehicle.

Secure Transport SOP's include activating recording devices on the vehicle before loading medical cannabis or cannabis. Cannabis or medical cannabis in transit will be monitored live via remote camera at all times. Recordings of the secure transport of products will be maintained for 60-days.

Medical cannabis and cannabis will be in a locked container within the transport vehicle. There will be a minimum of two people, designated as Transport Driver and Transport Technician, in the vehicle whenever cannabis or medical cannabis is being transferred between locations. The occupant of the vehicle will not have access to the cannabis or medical cannabis products while the vehicle is operational. The secure transport will make only authorized stops while the vehicle contains cannabis or medical cannabis, each vehicle is also equipped with a satellite phone for added security.

Medical Cannabis products received by the retail unit are stored in locked storage accessible only by the manager on duty using a unique employee identification badge. The retail staff each day will include a dedicated fulfillment technician who will handle the transfer of cannabis from the locked storage to sales representatives to complete the patient's order.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

# Exhibit 31 – Facilities

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**



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## EXHIBIT 31: OVERVIEW OF APPLICANT FACILITIES

### Integrated Cultivation & Processing Facility

The Applicant's integrated facility for cultivation and processing high-quality medical cannabis is located at 639 Hunter Loop Road in Montgomery County. The site is currently being prepared to commence nursery operations before April 1, 2023. The Applicant is prepared to begin propagation of Medical Cannabis within 60-days of notice of approval of application by the Alabama Medical Cannabis Commission.

- **Company name:** Alabama Always LLC d/b/a/ Amapure
- **Address:** 639 Hunter Loop Road, Montgomery, AL 36108
- **GPS Coordinates:** 32.355652, -86.391805
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included.
- **Open to the public:** No.
- **Hours of Operation:** This facility will be open for some operations 24 hours a day/7 days per week.
- **Target date to commence operations:** <60 days post notice of approval of application.
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

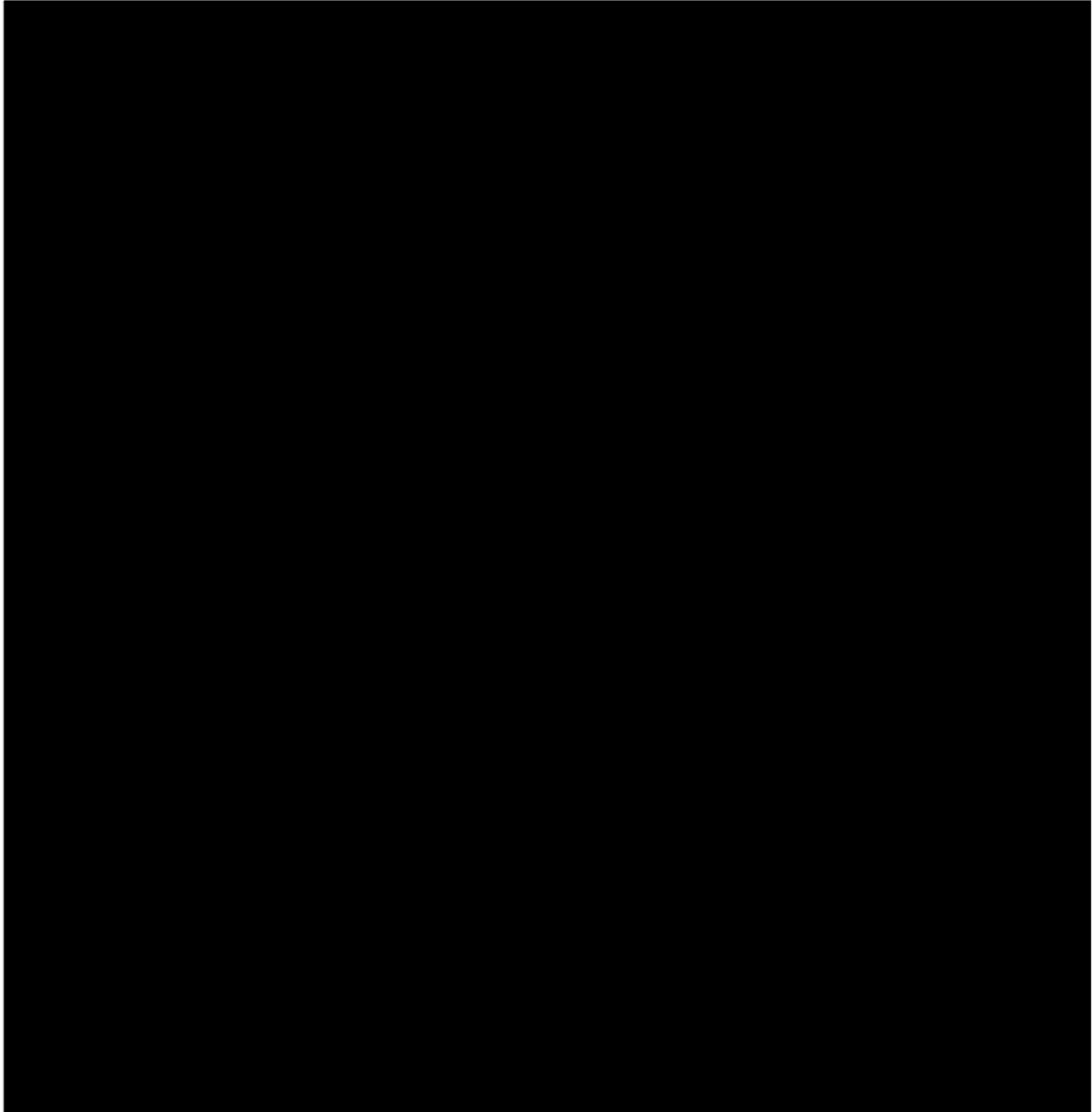
The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Grantor's mailing address:  
1648 Brightwaters Blvd NE  
St. Pete, FL 33704

Grantee's mailing address:  
2914 Chestnut Street  
Montgomery, AL 36107

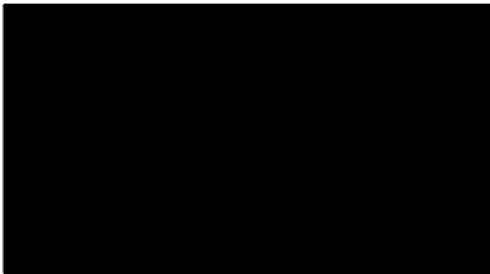
Market Assessed Value: \$182,600.00 as verified by the Tax Assessor's Office.

**WARRANTY DEED**



WITNESS:

\_\_\_\_\_




(L.S.)

\_\_\_\_\_

\_\_\_\_\_

(L.S.)

STATE OF Alabama  
COUNTY OF Montgomery

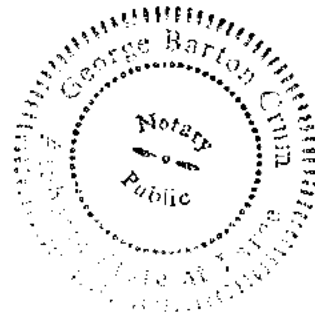
 signed authority, a Notary Public in and for said State at Large, hereby certify that whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of December, 2022.

Notary Public  
My Commission Expires: 11-7-24

\*\*No title search has been conducted. Preparer is acting as a scrivener only.\*\*

Prepared by:  
G. Barton Crum  
Crum, Ellis & Associates, PC  
PO Box 1186  
Montgomery, AL 36101  
CE-4951



**ORDINANCE NO. 63-2021**

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY  
WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See, §§20-2A-50 – 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

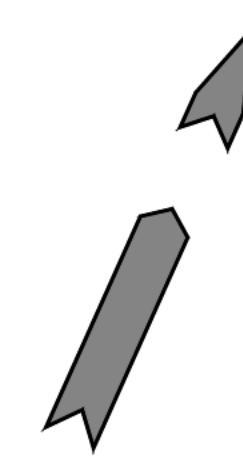
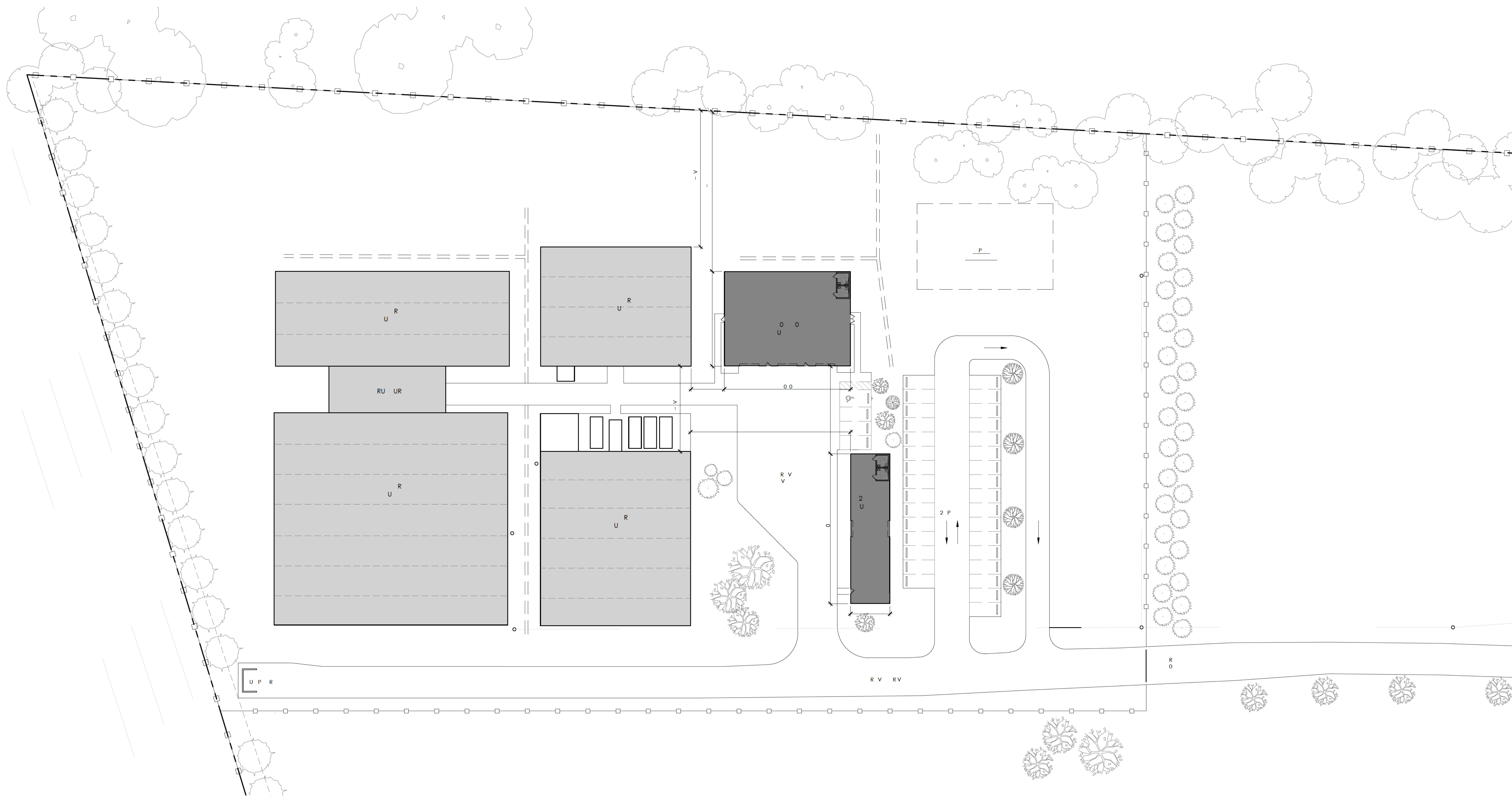
ADOPTED this the 7<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
STEVEN L. REED, MAYOR

ATTEST:

  
\_\_\_\_\_  
BRENDA GALE BLALOCK, CITY CLERK

63-2021



○ P  
= 00 0



Google Earth



= Site / Location Boundaries

639 Hunter Loop Road  
Montgomery, AL 36108

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## Dispensaries

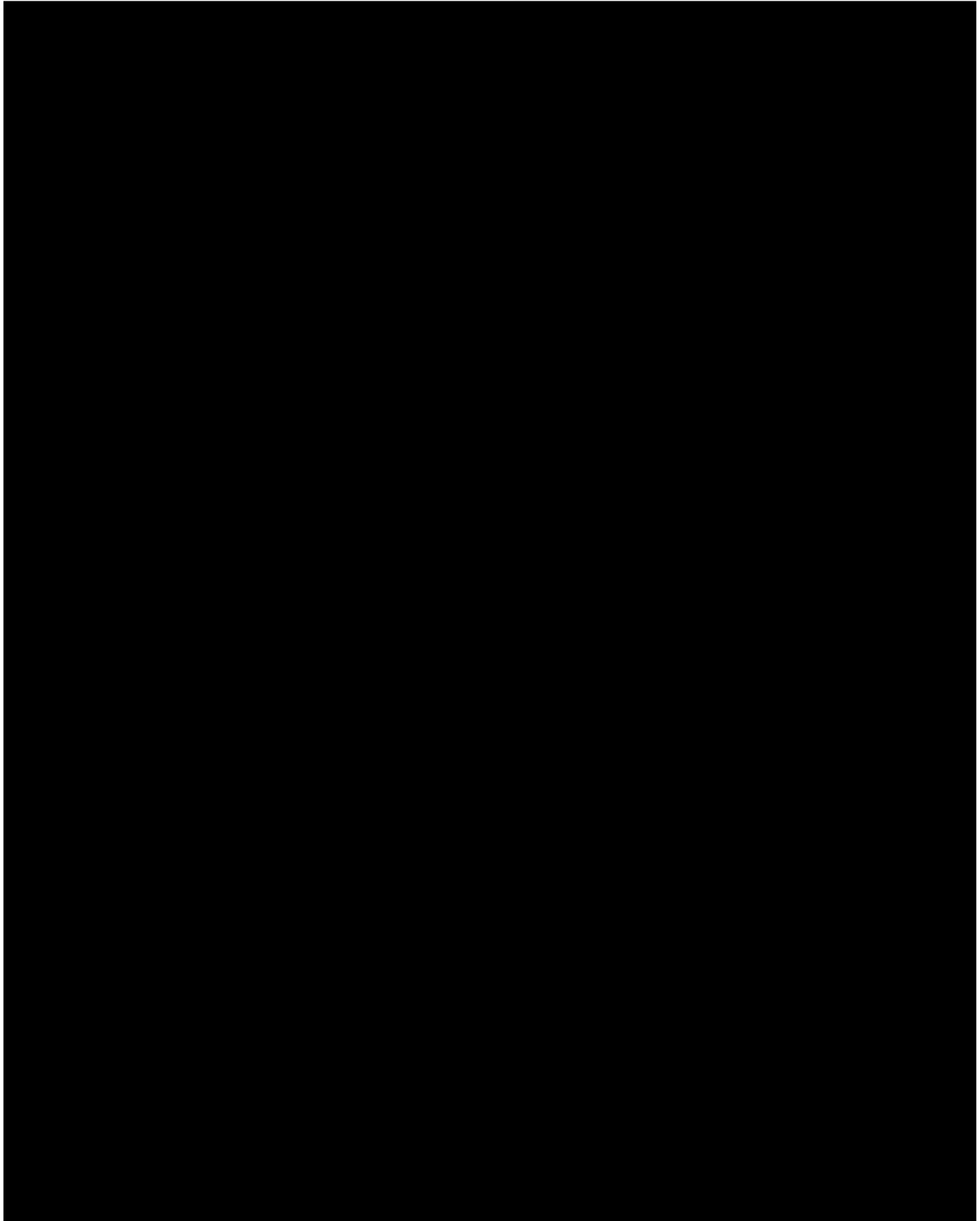
All integrated facility licensees are authorized to operate five (5) medical cannabis dispensaries in locations throughout Alabama that have expressly authorized the sale of medical cannabis within their community or county. The Applicant has planned five dispensaries in Alabama in the following locations: Montgomery, Gadsden, Tuscaloosa, Mobile, and Birmingham.

### Dispensary 1: Montgomery

- **Dispensary Name:** Amapure Montgomery
- **Address:** 2914 Chestnut Street, Montgomery, AL 36107
- **GPS Coordinates** 32.365475°, -86.212247°
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included in this document.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included in this document.
- **Open to the public:** Any member of the public at least age 21 years old with a valid medical cannabis card and a current government-issued photo ID may enter the dispensary.
- **Hours of Operation:** Tuesday through Saturday from 10am-6pm
- **Target date to commence operations:** December 15, 2023
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included in this document.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

LEASE AGREEMENT



































City of Montgomery, Alabama

## Inspections Department

Chief Building Official  
Harold Kippy Tate, AIA

Steven L. Reed, Mayor

### City Council Members

Charles W. Jinright, President  
Cornelius "CC" Calhoun – Pres. Pro Tempore  
Audrey Graham  
Ed Grimes  
Marche Johnson  
Brantley W. Lyons  
Clayton A. McInnis  
Oronde K. Mitchell  
Glen O. Pruitt, Jr.

# Certificate of Occupancy

## City of Montgomery

Building Address: 2914 CHESTNUT ST Unit Number:

Legal Description: LOT - 1 BLOCK - BOOK - 54 PAGE - 84

Permit Number: BD222501

Owner or Agent: AMAPURE

Use Classification: BUSINESS OFFICE

Occupancy Classification: B

Type of Construction: EXISTING

Sprinkler Required: NO Type: NA

Design Occupant Load: 11

This structure has been inspected for compliance with the applicable requirements of the 2018 International Building Code and adopted ordinances of the City of Montgomery regulating building construction and use.

Issuance Date: December 07, 2022

Chief Building Official: Harold Kippy Tate, AIA

**ORDINANCE NO. 63-2021**

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY  
WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

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WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See, §§20-2A-50 – 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Montgomery; and

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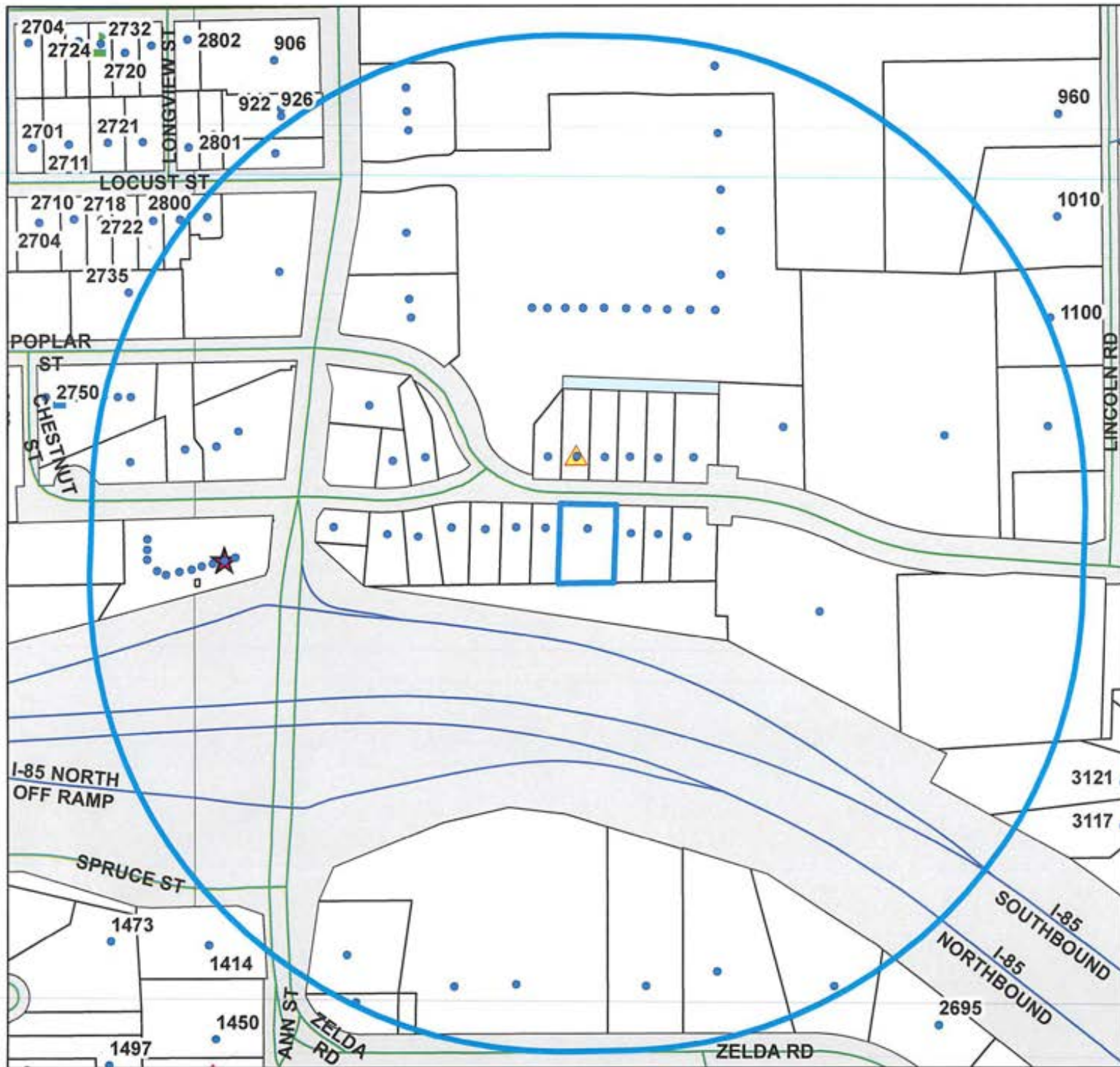
ADOPTED this the 7<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
STEVEN L. REED, MAYOR

ATTEST:

  
\_\_\_\_\_  
BRENDA GALE BLALOCK, CITY CLERK

63-2021



**Legend**

**Business\_Licenses**

<all other values>

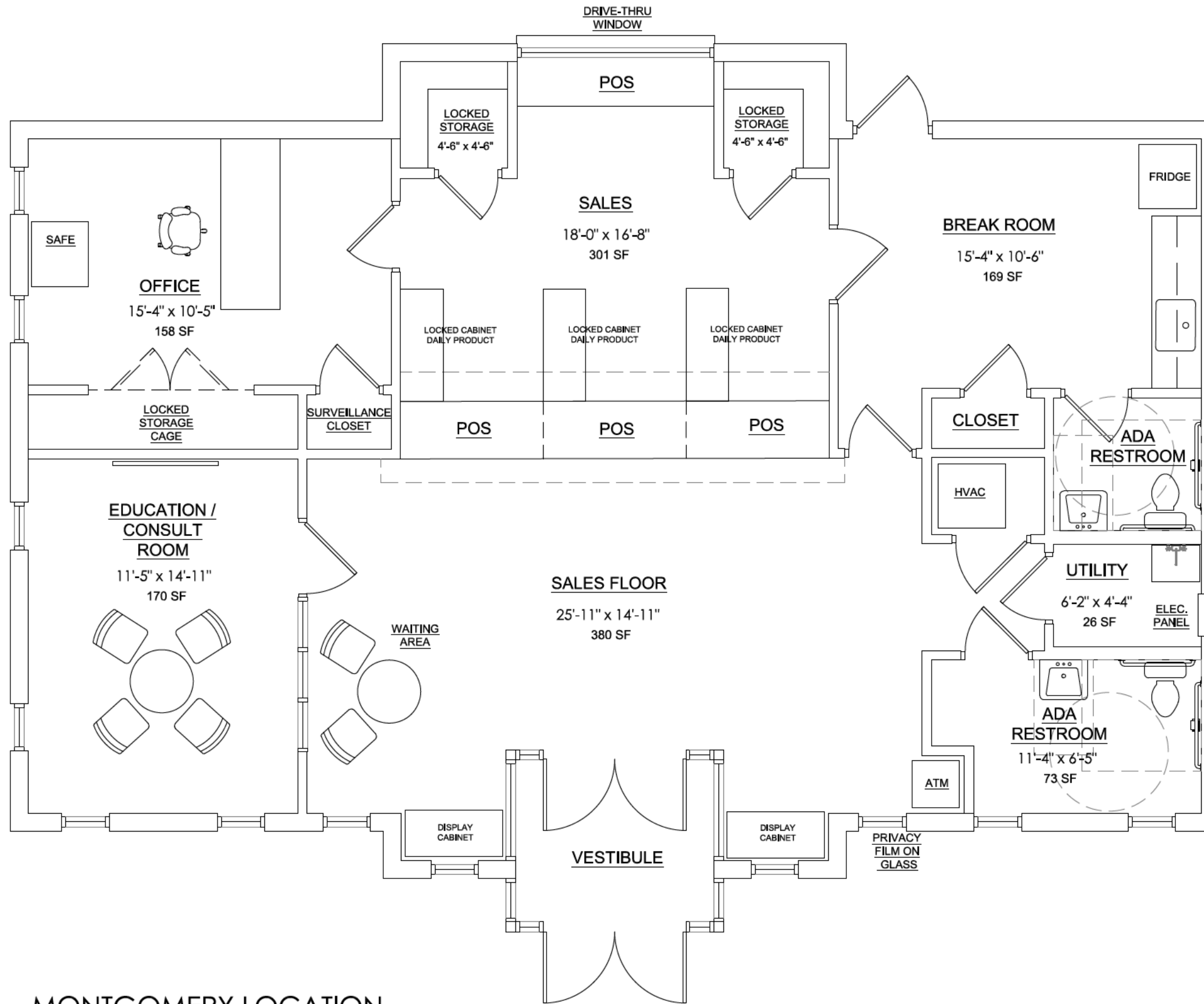
**BSN TYPE - scCODE, WPL**

- ★ WPL, 445300
- ▲ MISC SERV - 812900, WPL
- ▬ SCHOOL - 611000, WPL
- ▬ EDU SERV - 611699, WPL
- ▬ DAYCARE - 624410, WPL
- 🏠 GRP HOME - 624190, WPL
- 🏡 HISTORICAL - 712100, WPL

□ Proposed median cannabis dispensary  
 (1,000 ft. separation from school, daycare or  
 childcare facility required by state law)

1 inch = 300 feet





**MONTGOMERY LOCATION**  
2914 Chestnut Street



Concept Floor Plan  
December 21, 2022



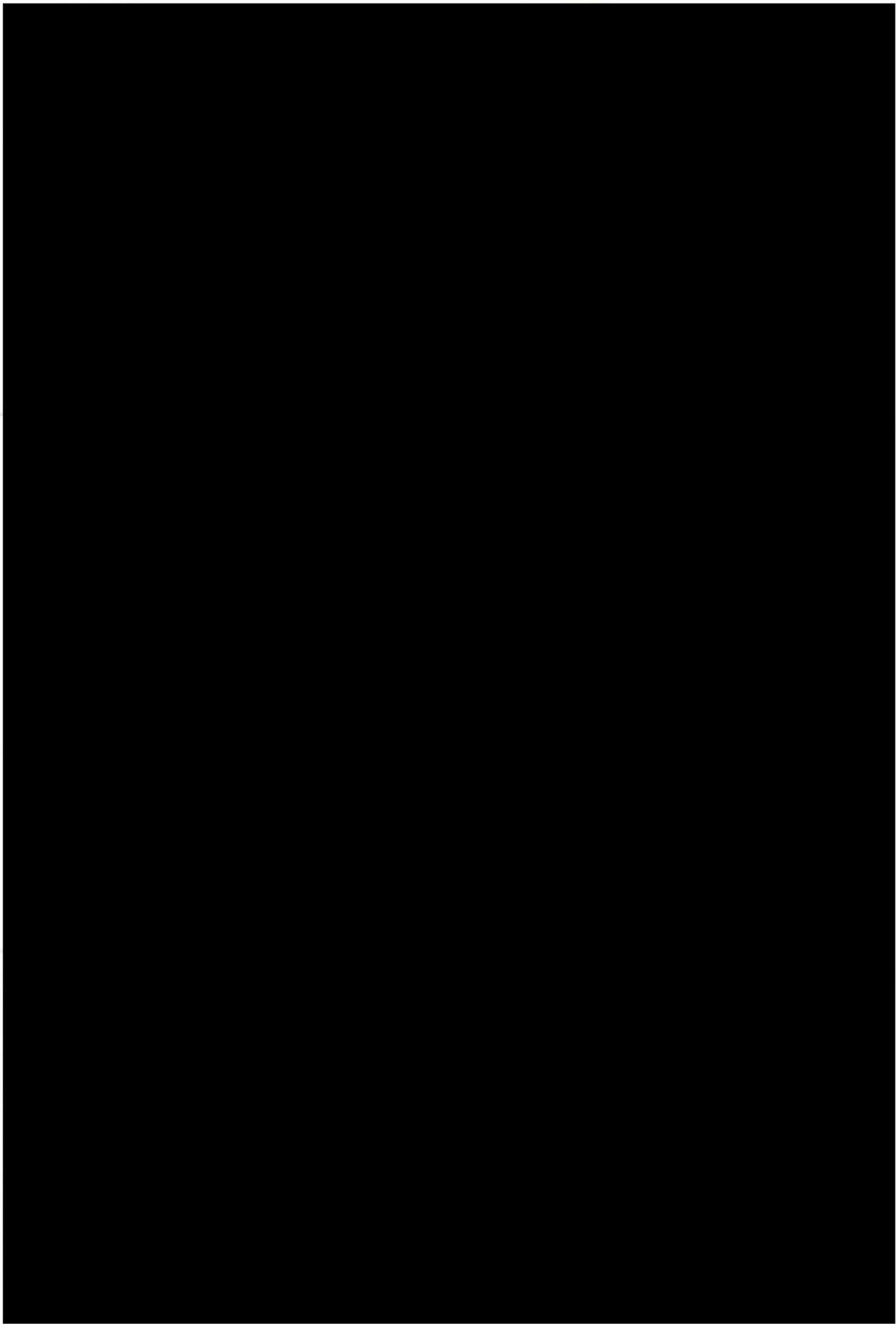
= Site / Location Boundaries

2914 Chestnut Street  
Montgomery, AL 36107

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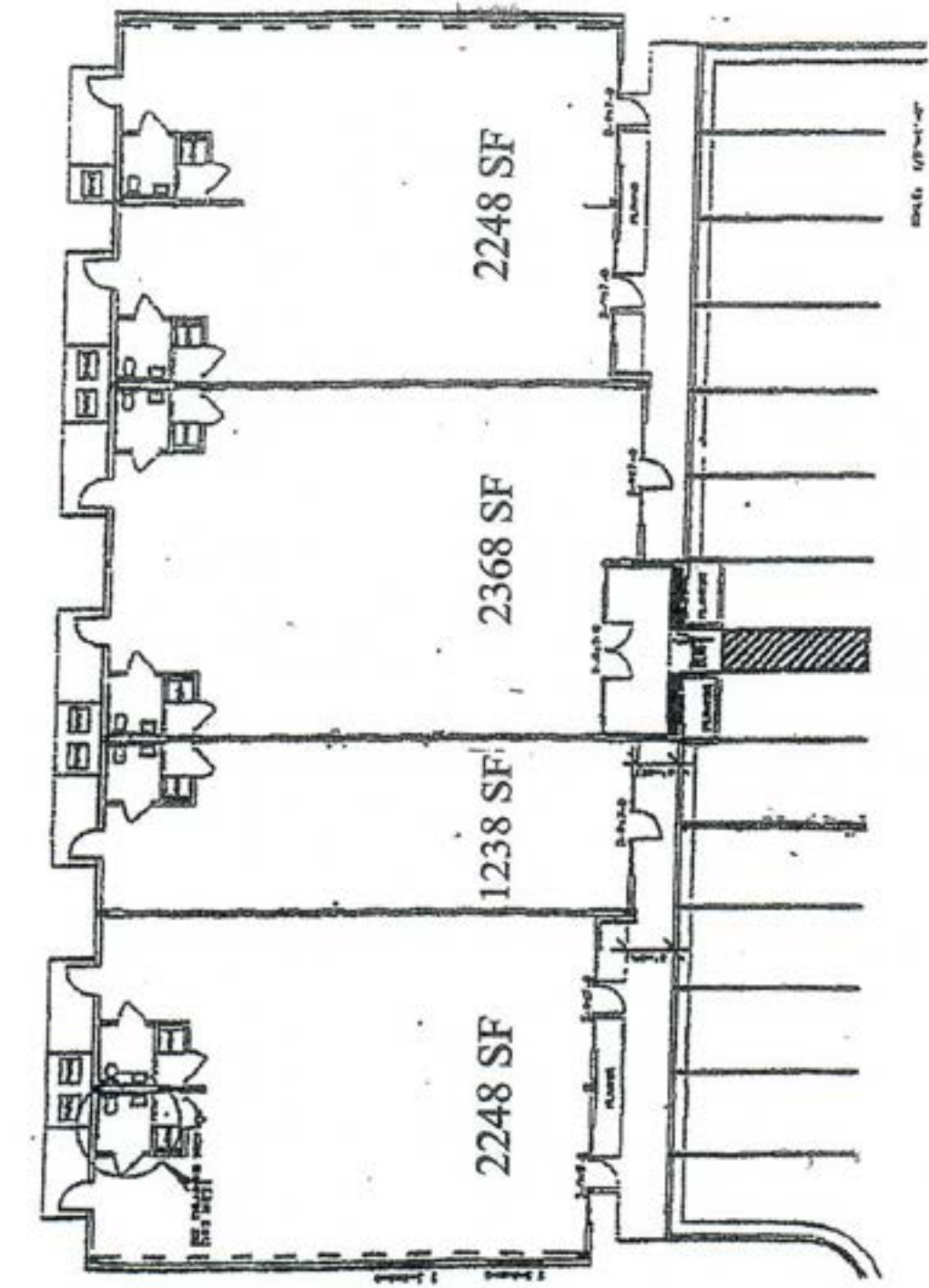
## Dispensary 2: Gadsden

- **Dispensary Name:** Amapure Gadsden
- **Address:** 1726 Rainbow Dr, Unit 2248, Suites F & G, Gadsden, AL 35901
- **GPS Coordinates:** 33.979835°, -86.006058°
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included in this document.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included in this document.
- **Open to the public:** Any member of the public at least age 21 years old with a valid medical cannabis card and a current government-issued photo ID may enter the dispensary.
- **Hours of Operation:** Tuesday through Saturday from 10am-6pm
- **Target date to commence operations:** February 1, 2024
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included in this document.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

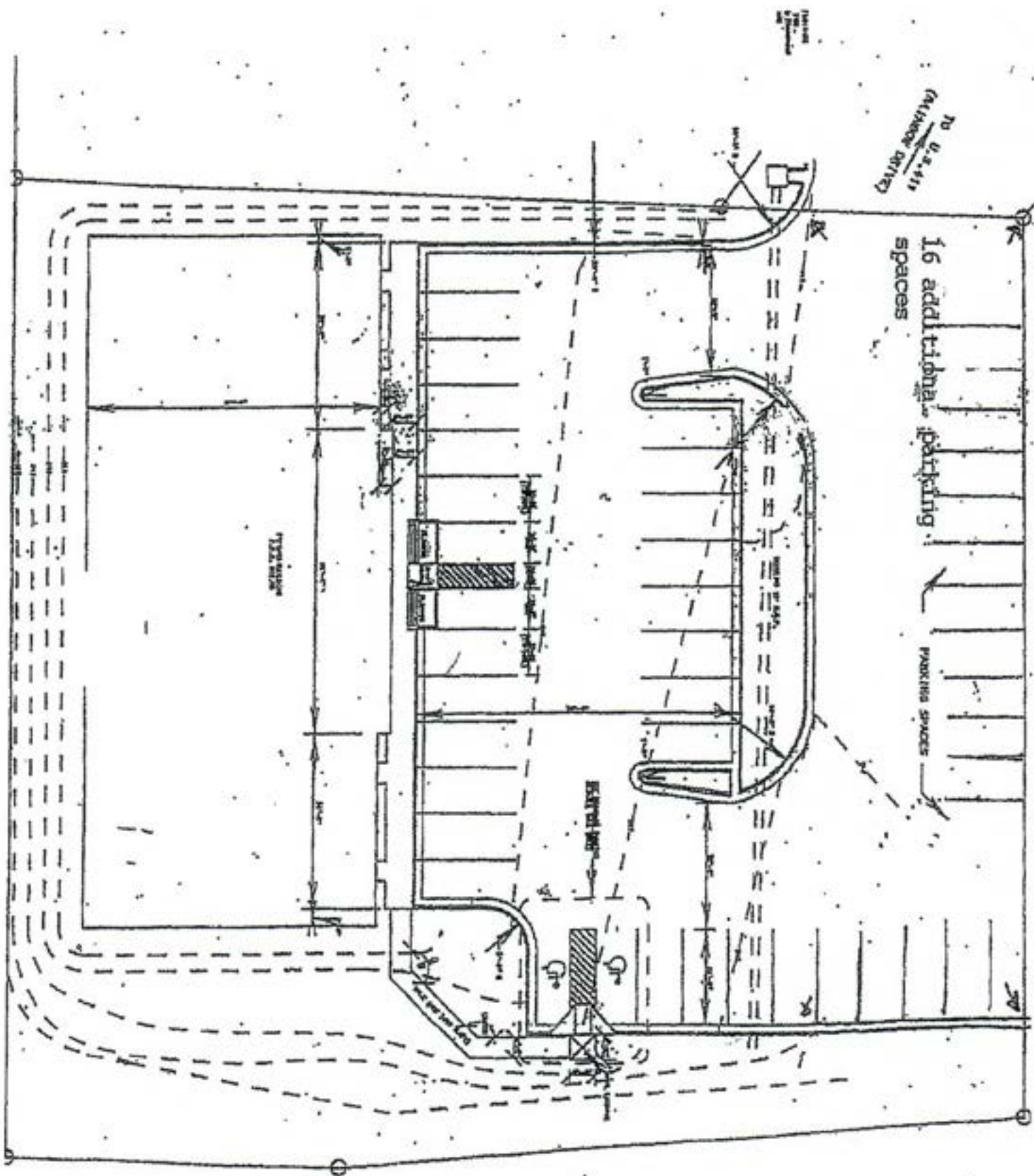




# SHORELINE VILLAGE



COMMERCIAL DEVELOPMENT



ORDINANCE NO. O-37-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS  
DISPENSARY WITHIN THE CORPORATE LIMITS OF  
THE CITY OF GADSDEN, ALABAMA**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the "Act"); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

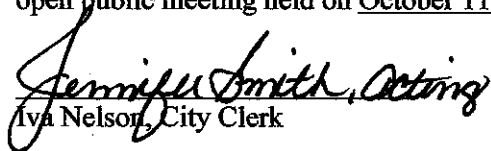
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.

  
Iva Nelson, City Clerk

APPROVED on October 11, 2022

  
Sherman Guyton, Mayor







 = Site / Location Boundaries

1726 Rainbow Drive  
Gadsden, AL 35901

---

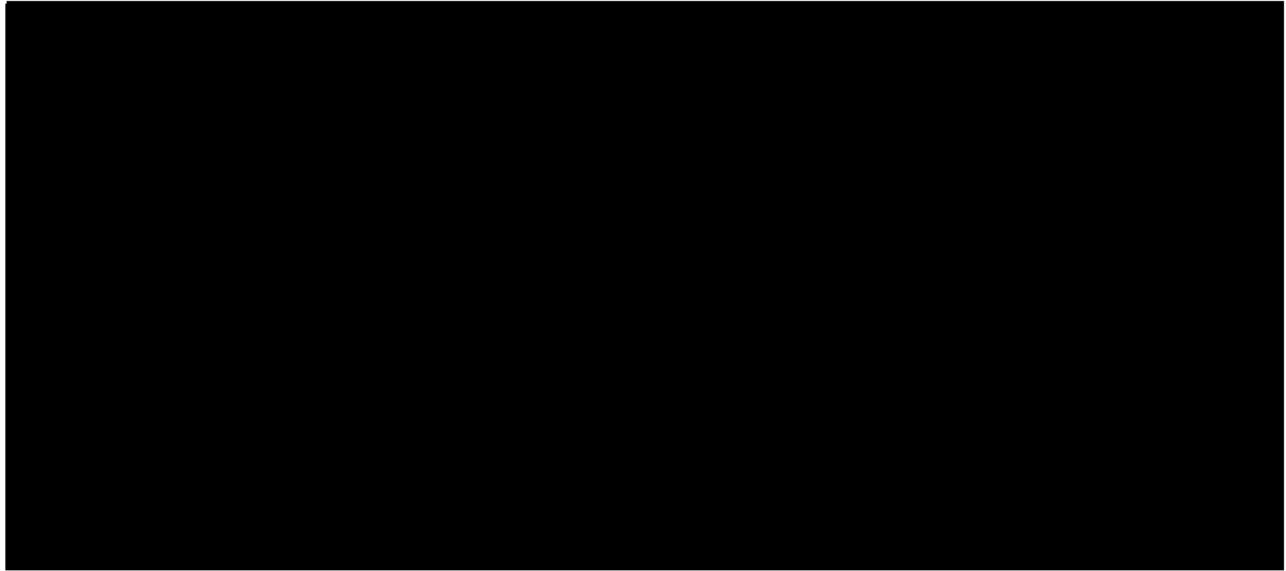
### Dispensary 3: Tuscaloosa

- **Dispensary Name:** Amapure Tuscaloosa
- **Address:** 2215 15th Street, Tuscaloosa, AL 35401
- **GPS Coordinates:** 33.199365°, -87.562248°
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included in this document.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included in this document.
- **Open to the public:** Any member of the public at least age 21 years old with a valid medical cannabis card and a current government-issued photo ID may enter the dispensary.
- **Hours of Operation:** Tuesday through Saturday from 10am-6pm
- **Target date to commence operations:** February 15, 2024
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included in this document.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

# ARONOV

December 6, 2022

FPR, LLC  
1620 Alaca Place  
Tuscaloosa, Alabama 35401



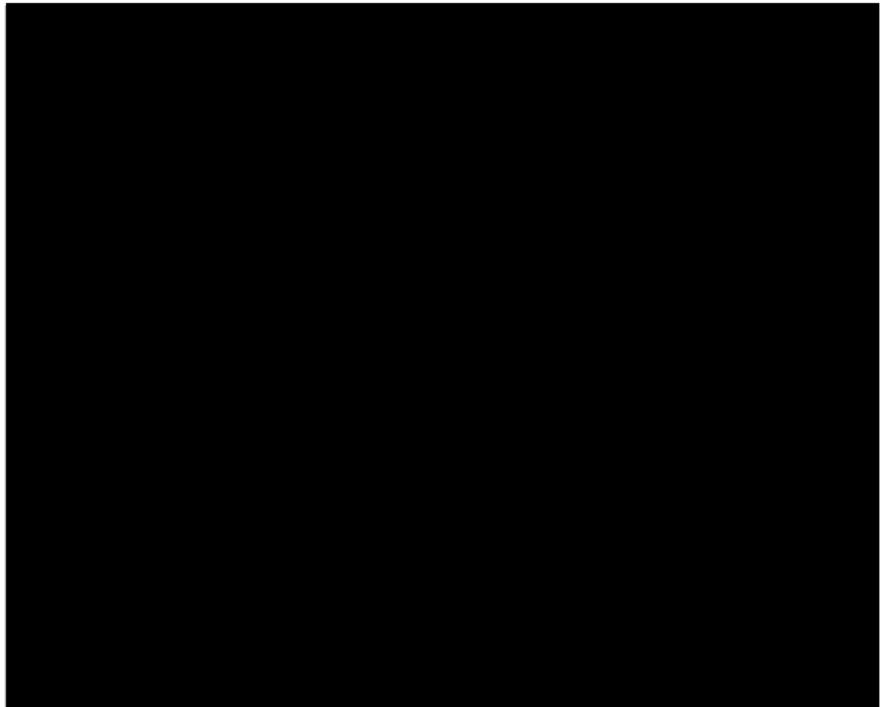
Option Agreement:

Tenant Entity:

Guaranty:

Landlord Entity:

Square Footage:



Initial Term:

Lender Approval:

Delivery Date:

Lease Commencement Date:

Options:

Rent:

1st Renewal:

2<sup>nd</sup> Renewal:

3<sup>rd</sup> Renewal:

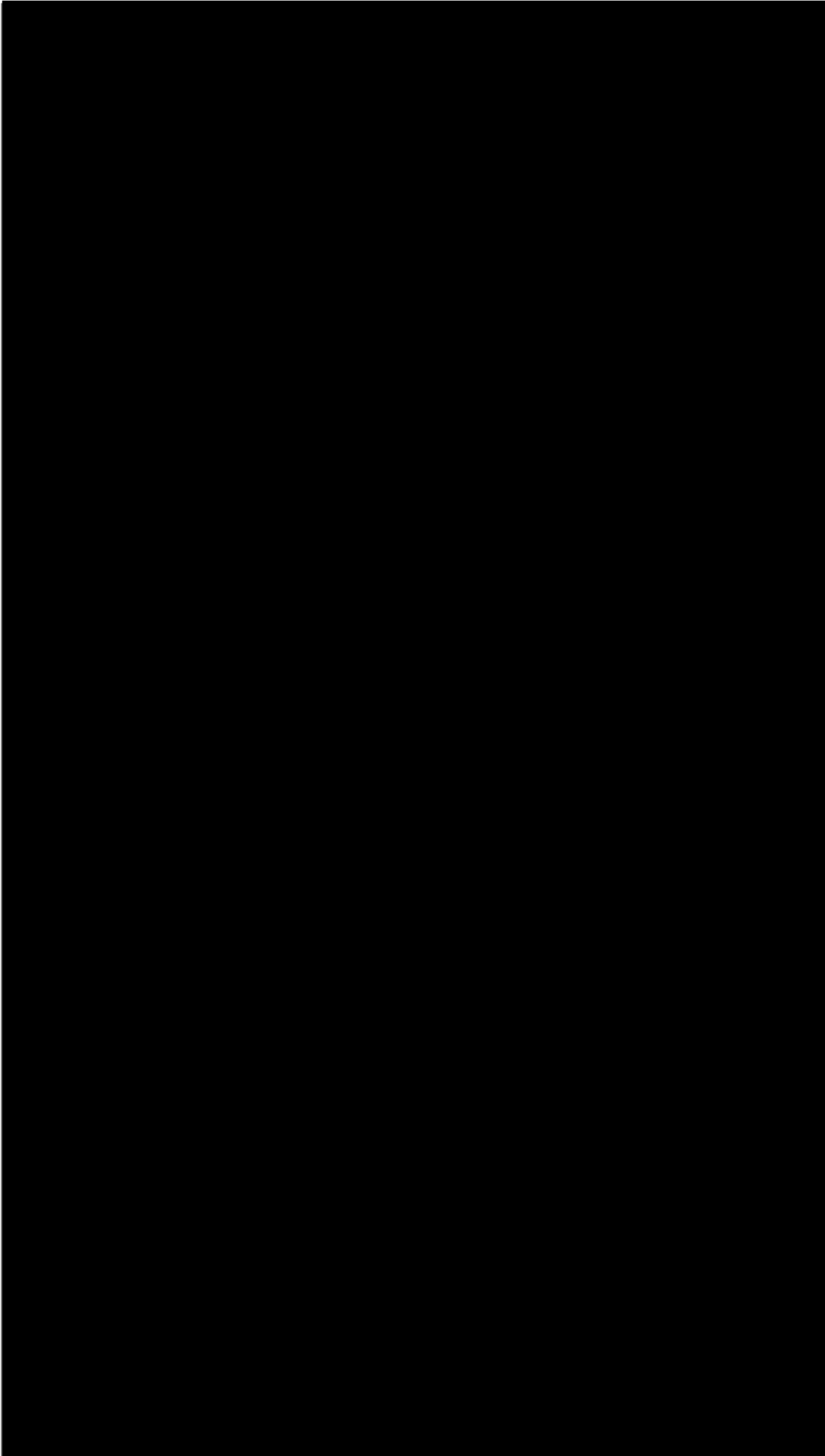
Security Deposit:

Use:

Parking:

Common Area  
Maintenance,  
Insurance, Taxes:

Contingencies:



2

Assignment/Sublease:

Tenant Obligations :

Landlord's Obligations:

*and elect*

Signage:

Brokerage:

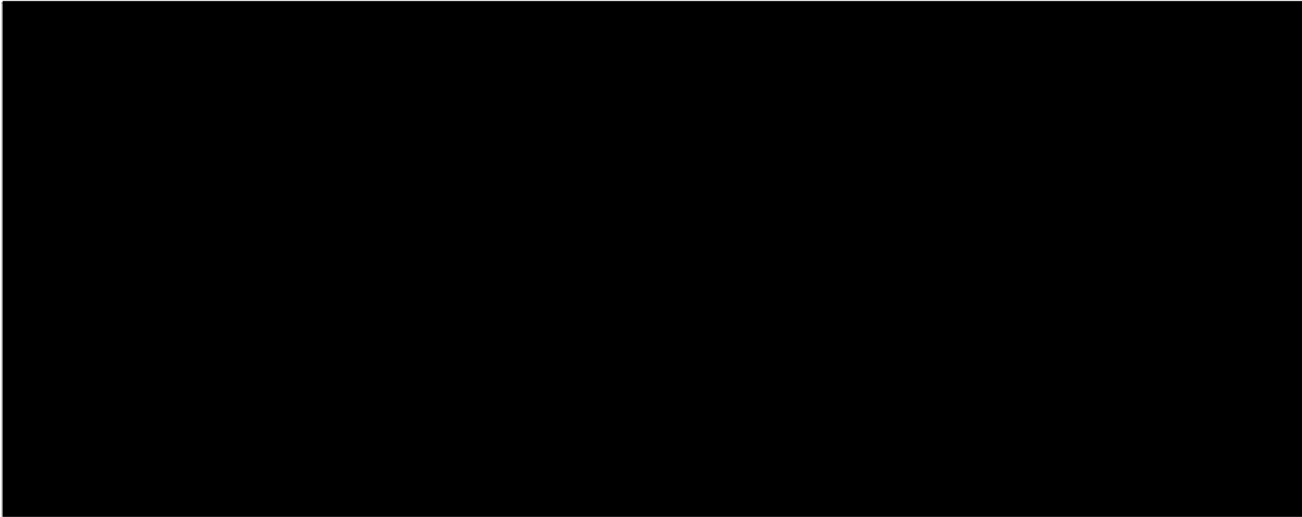
Commission:

Landlord's Lien:

Lease Form:

Lease:

3



Sincerely,  
Alabama Always, LLC

By: [Redacted]  
Its: [Redacted]  
Date: [Redacted]

**AGREED AND ACCEPTED:**  
Landlord: FPR, LLC

By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Date: [Redacted]

4

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SBH/cr  
Requested: Admin Committee Date: 8/16/22  
Council Presentation on: 8/23/22  
Suspension of Rules: No

ORDINANCE NO. 9259

AN ORDINANCE AUTHORIZING THE OPERATION OF  
MEDICAL CANNABIS DISPENSING SITES  
(A22-0798)

WHEREAS, in 2021 legislative session the Alabama legislator passed Act No. 21-450 legalizing and creating a regulatory framework for medical cannabis and,

WHEREAS, the Alabama legislator made a number of findings of fact including:

“Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions.”

“There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state.”

“Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments,”; and

WHEREAS, this act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Tuscaloosa, thus increasing revenue; and

WHEREAS, the City of Tuscaloosa wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Tuscaloosa to assure its citizens can benefit from the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that, in accordance with Alabama Code § 20-2A-51 a holder of a license granted by the State of



Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Tuscaloosa subject to the provisions of Act 21-450 and any relevant provisions of the code of the City of Tuscaloosa.

NOW, THEREFORE, BE IT FURTHER ORDAINED, any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this ordinance shall be deposited to the public safety fund. The funds collected shall not be comingled with other funds of the city.


FUNDING REQUIRED:  Yes  No


\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

Adopted 8/30/22  
(Ty/H)  
(C, B-NO)  
  
City Clerk

Introduced (L-Absent)  
8/23/2022  
INTRO: (Ty/H - Y ; C-NO)  
UNANIMOUS: FAILED  
  
City Clerk

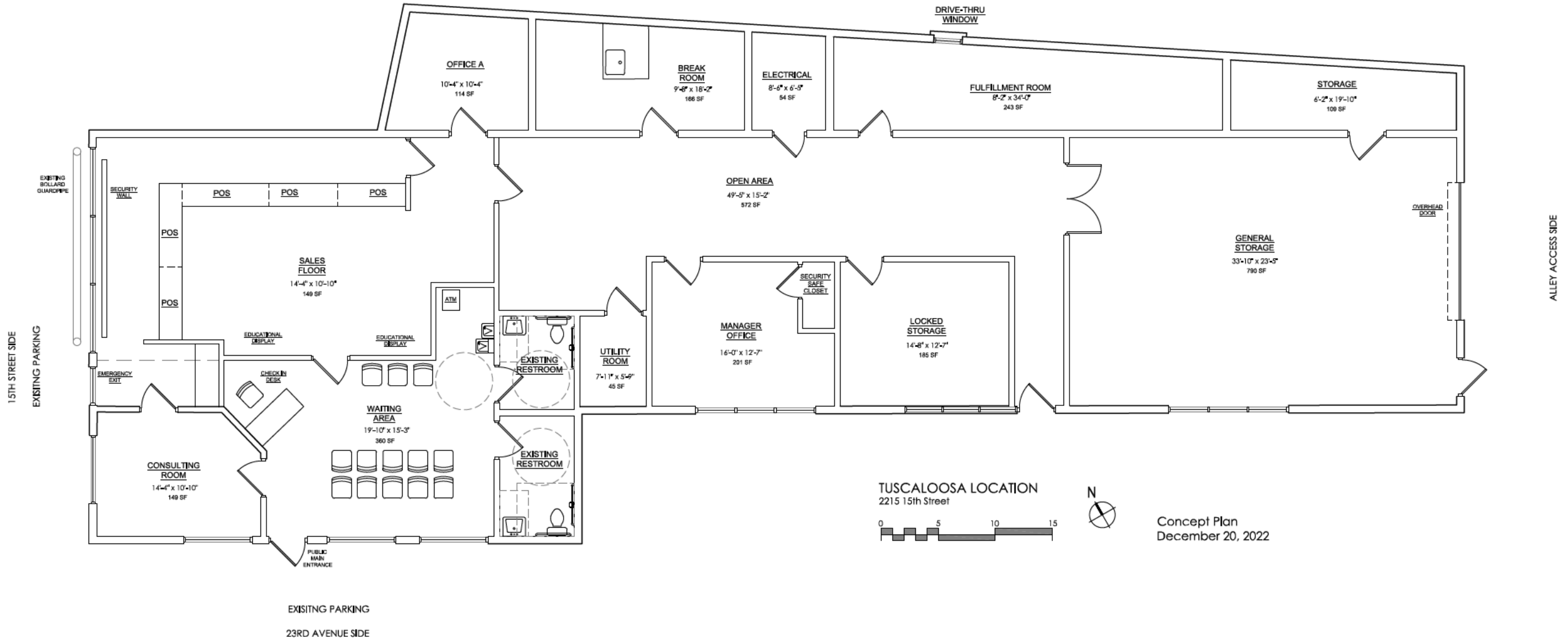
STATE OF ALABAMA                    )  
TUSCALOOSA COUNTY                )

I, Brandy P. Johnson, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the attached is a full, true, and correct copy of Ordinance No. 9259 duly adopted by the City Council of Tuscaloosa at a regular meeting of said Council held on the 30<sup>th</sup> day of August, 2022, as the same appears and remains of record in the record book in the Office of City Clerk wherein are recorded the Minutes of Proceedings of said Council.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of said City of Tuscaloosa this the 31<sup>st</sup> day of August, 2022.



  
\_\_\_\_\_  
Brandy P. Johnson, City Clerk





= Site / Location Boundaries

2215 15th Street  
Tuscaloosa, AL 35401

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## Dispensary 4: Birmingham

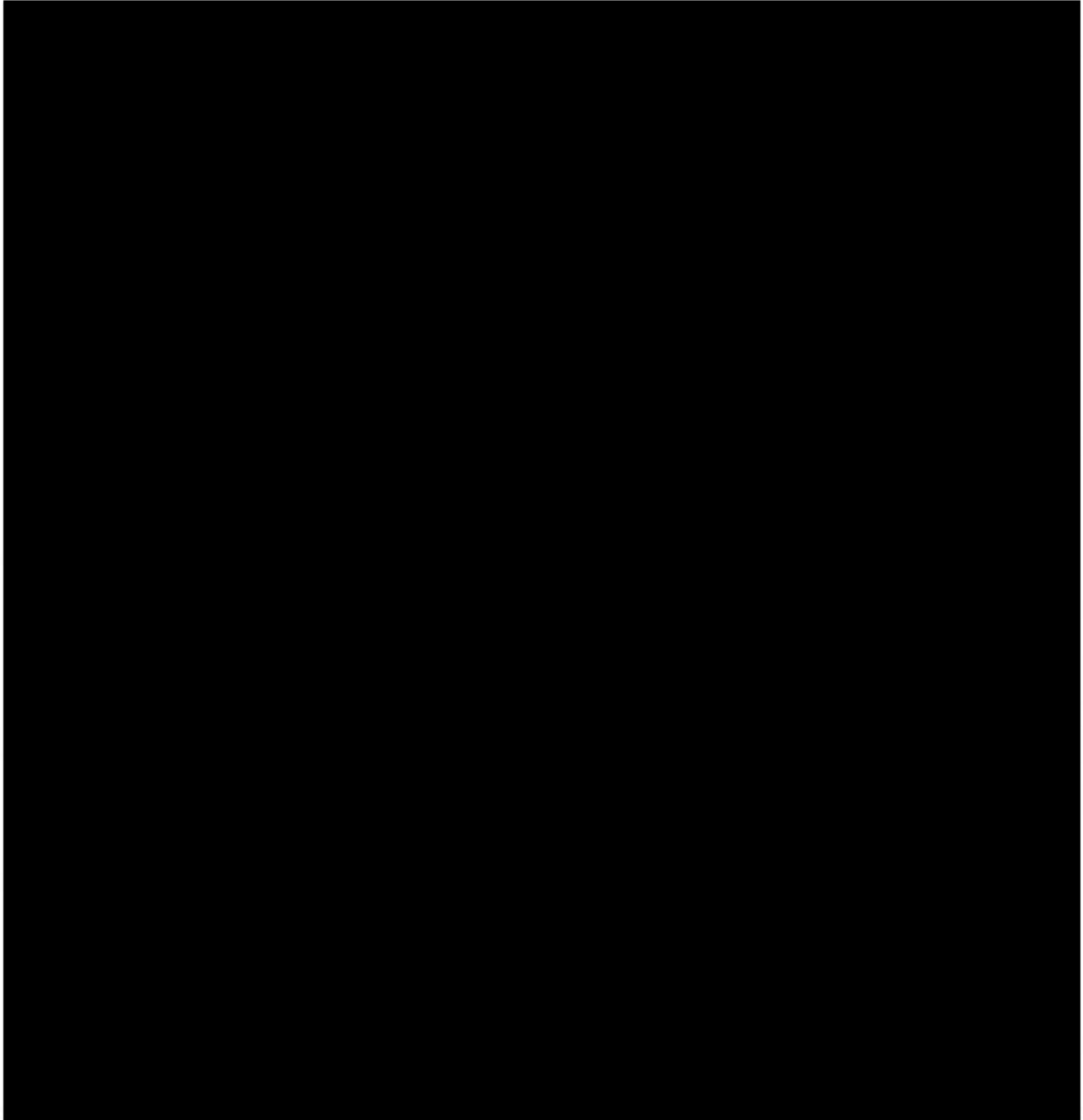
- **Dispensary Name:** Amapure Birmingham
- **Address:** 2109 1st Avenue South, Birmingham, AL 35233
- **GPS Coordinates:** 33.512028°, -86.801358°
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included in this document.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included in this document.
- **Open to the public:** Any member of the public at least age 21 years old with a valid medical cannabis card and a current government-issued photo ID may enter the dispensary.
- **Hours of Operation:** Monday through Saturday from 7am-7pm
- **Target date to commence operations:** March 1, 2024
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included in this document.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

**COMMERCIAL LEASE**

**This is a legally binding contract. Seek competent advice prior to execution.**

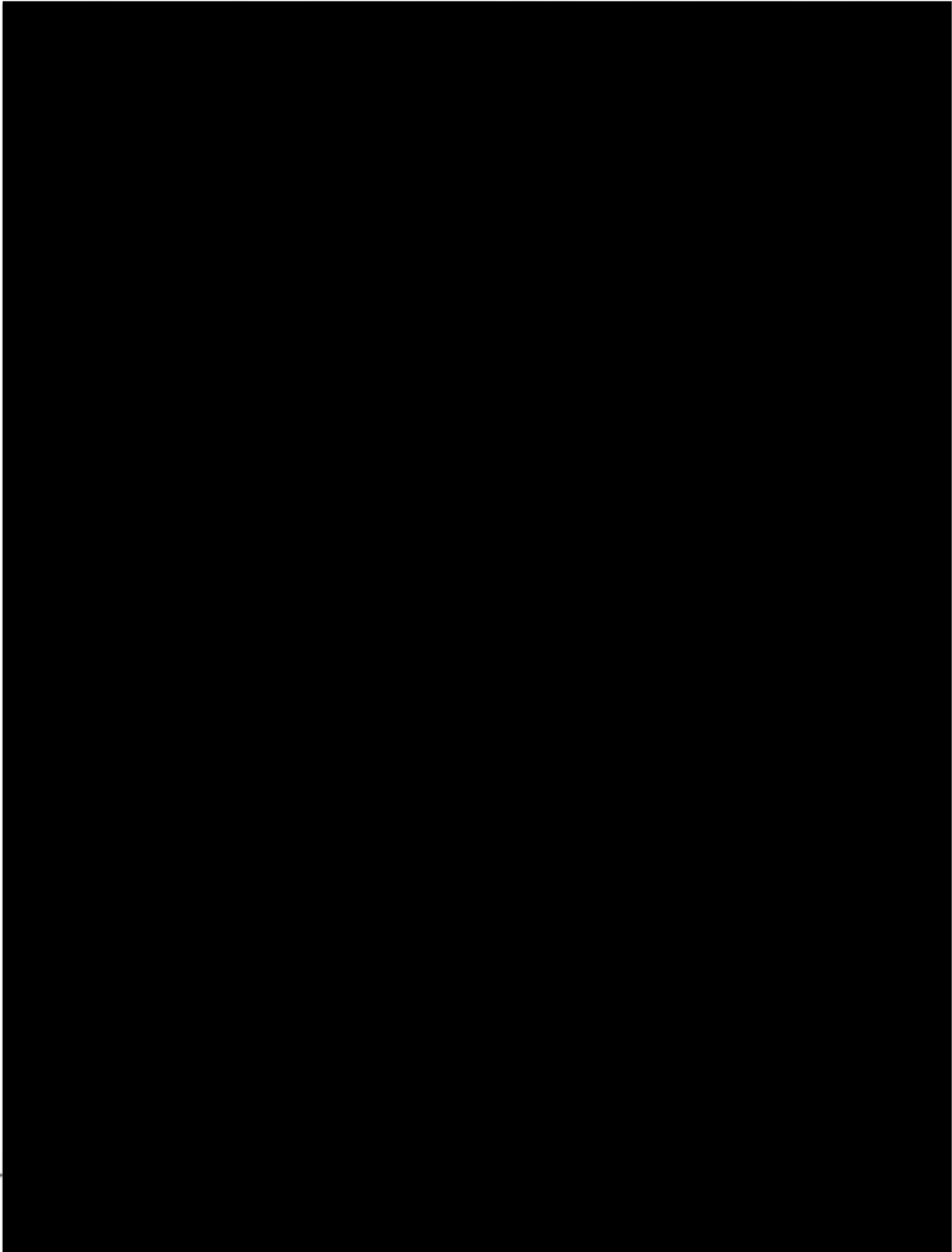
**STATE OF ALABAMA**

Jefferson COUNTY



For an explanation of its various provisions should be obtained from the appropriate professionals. Because of varying state and local laws, competent legal or other advice should be sought before execution.

















RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality’s corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham’s economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City’s flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1.**

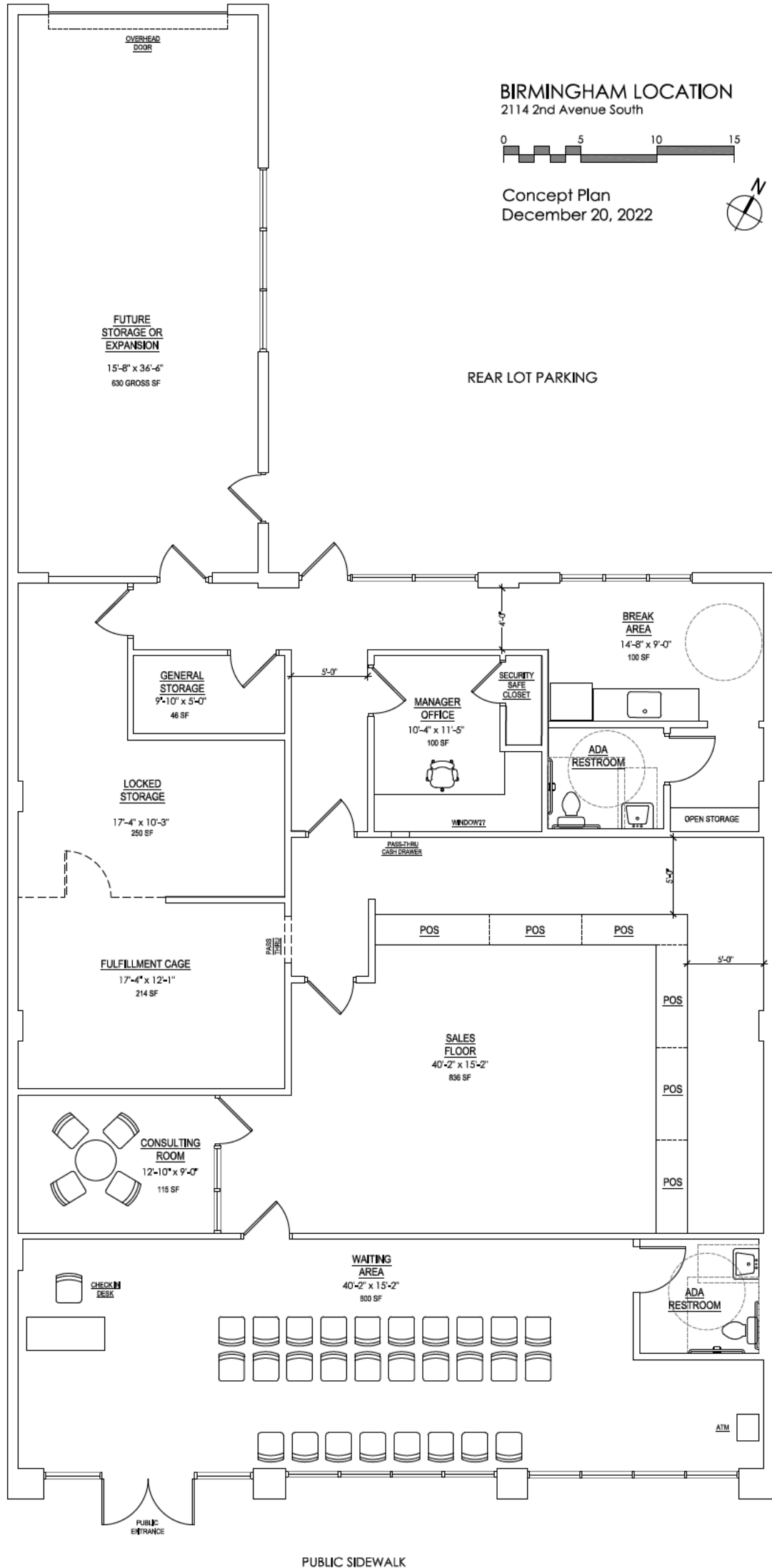
- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission’s strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley “Ato” Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

**SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.







 = Site / Location Boundaries

2114 2nd Avenue South  
Birmingham, AL 33533

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## Dispensary 5: Mobile

- **Dispensary Name:** Amapure Mobile
- **Address:** 1910 Government Street, Mobile, AL 36606
- **GPS Coordinates:** 30.67729, -88.08477
- **Proof of authorization to occupy the property.** Proof of authorization to occupy the property is included in this document.
- **Proof of local zoning and approvals necessary to occupy:** Proof of local zoning and approvals necessary to occupy the property is included in this document.
- **Open to the public:** Any member of the public at least age 21 years old with a valid medical cannabis card and a current government-issued photo ID may enter the dispensary.
- **Hours of Operation:** Monday through Saturday from 7am-7pm
- **Target date to commence operations:** March 15, 2024
- **Professionally rendered blueprint identifying clearly drawn interiors and general function of each area:** A professionally rendered blueprint identifying clearly drawn interiors and the general function of each area is included in this document.
- **Aerial photo clearing identifying boundaries:** An aerial photo clearly identifying boundaries is included.

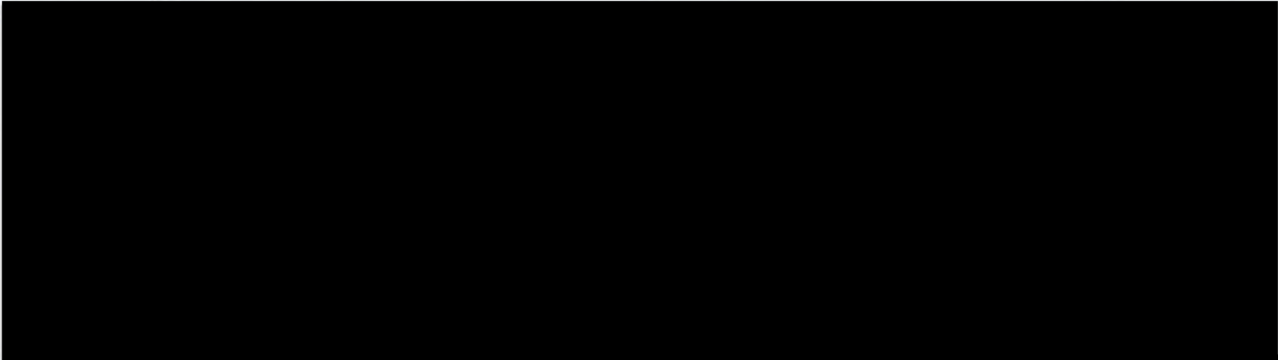
# ARONOV

December 12, 2022

Murphy D. Bishop II  
Coastal Domain, LLC  
1410 Government Street  
Mobile, Alabama 36606

RE: 

Dear Murphy:



Option Agreement:

Tenant Entity:

Guaranty:



Landlord Entity:

Square Footage:

Initial Term:

Lender Approval:

Delivery Date:

Lease Commencement Date:

Rent Commencement Date:

*MB*  
Month 1 = 1500  
Month 2 = 2000  
Month 3 = 2600  
Options: *MS*

Base Rent:

1st Renewal Option:

2nd Renewal Option:

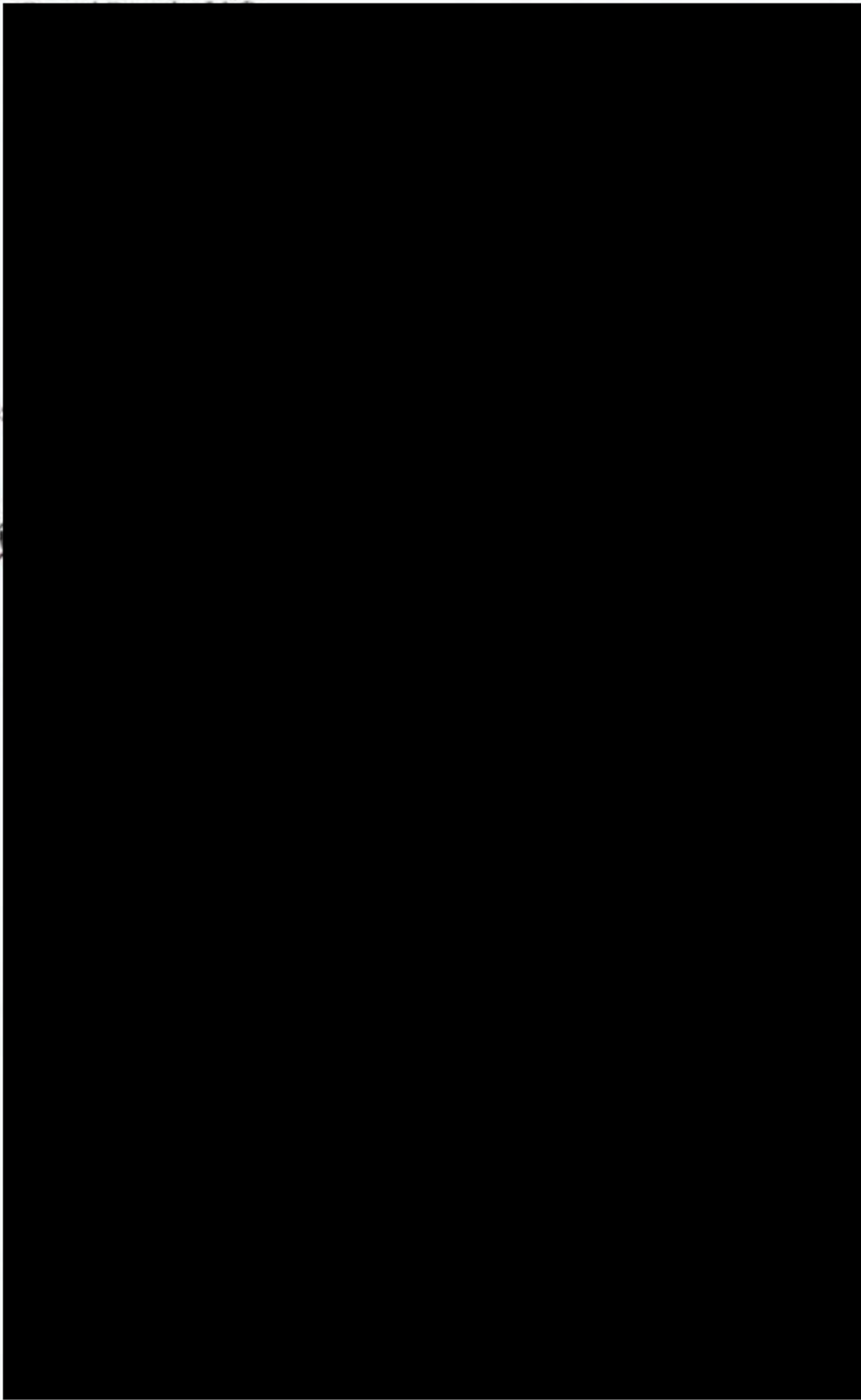
3rd Renewal Option:

Prepaid Rent:

Security Deposit:

Use:

Parking:



Sincerely,  
Alabama Always, LLC

By  
Its  
Da

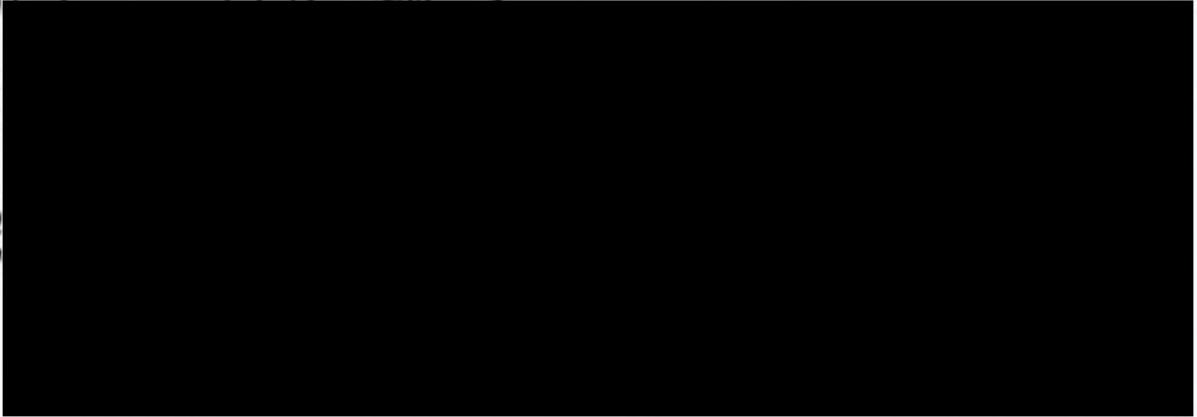


**AGREED AND ACCEPTED:**

Landlord: Coastal Domain, LLC

A handwritten signature in black ink, appearing to be 'C. H.' with a long horizontal stroke extending to the right.

By:  
Name:  
Title:  
Date:



A small handwritten mark or signature, possibly a stylized 'X' or 'A', located to the left of the redacted area.

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS  
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,  
ALABAMA**

---

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

**Section 1. Definitions of Capitalized Terms.**

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) **Dispensary**;

(ii) **Dispensing Site**;

(iii) **Integrated Facility**;

(iv) **Medical Cannabis**.

**Section 2. Findings and Determinations**

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

### **Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites**

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

### **Section 4. Notification of the Commission**

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

### **Section 5. General.**

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022

  
\_\_\_\_\_  
City Clerk



AIRPORT BLVD

EXISTING PARKING FOR FLORIST

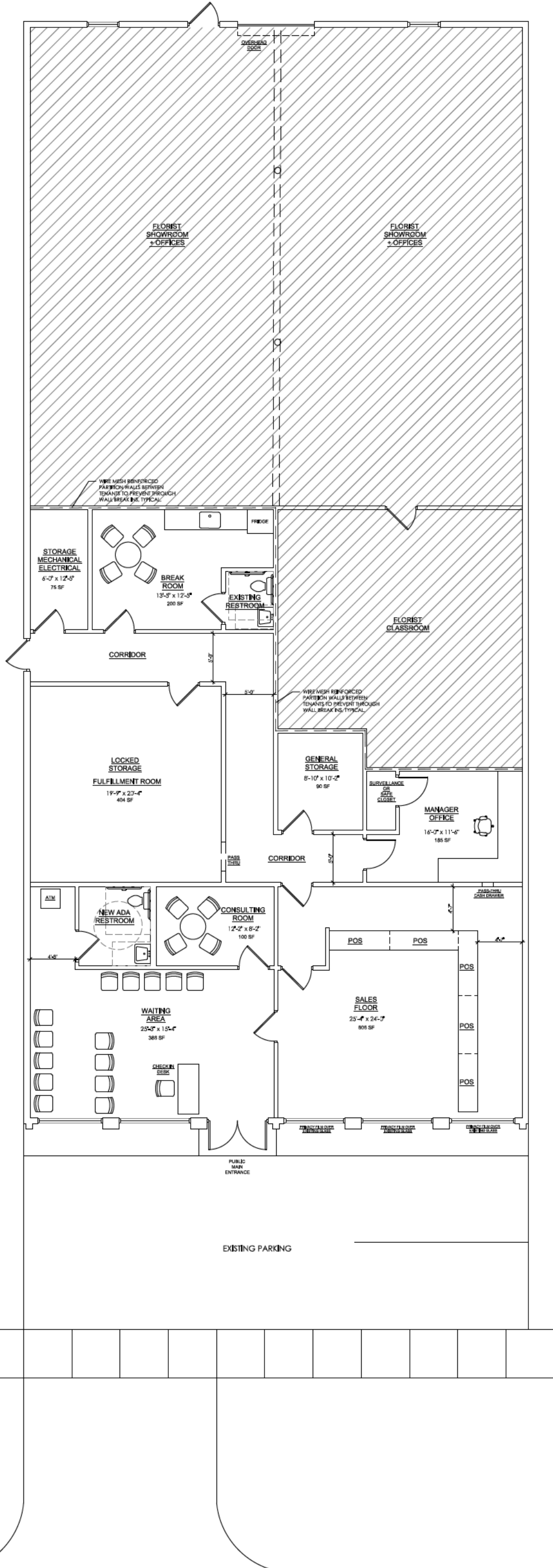
EXISTING PARKING

EXISTING PARKING

EXISTING PARKING

EXISTING PARKING

GOVERNMENT STREET



MOBILE LOCATION  
1910 Government Street



Concept Plan  
December 22, 2022



Mobile Location

Airport Blvd

Government Street



= Site / Location Boundaries

1910 Government Street  
Mobile, AL 36606

# Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities)

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

**Printed Name of Verifying Individual**

Michael Bruce

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB0214B461...

**Signature of Verifying Individual**

3/20/2023

**Verification Date**

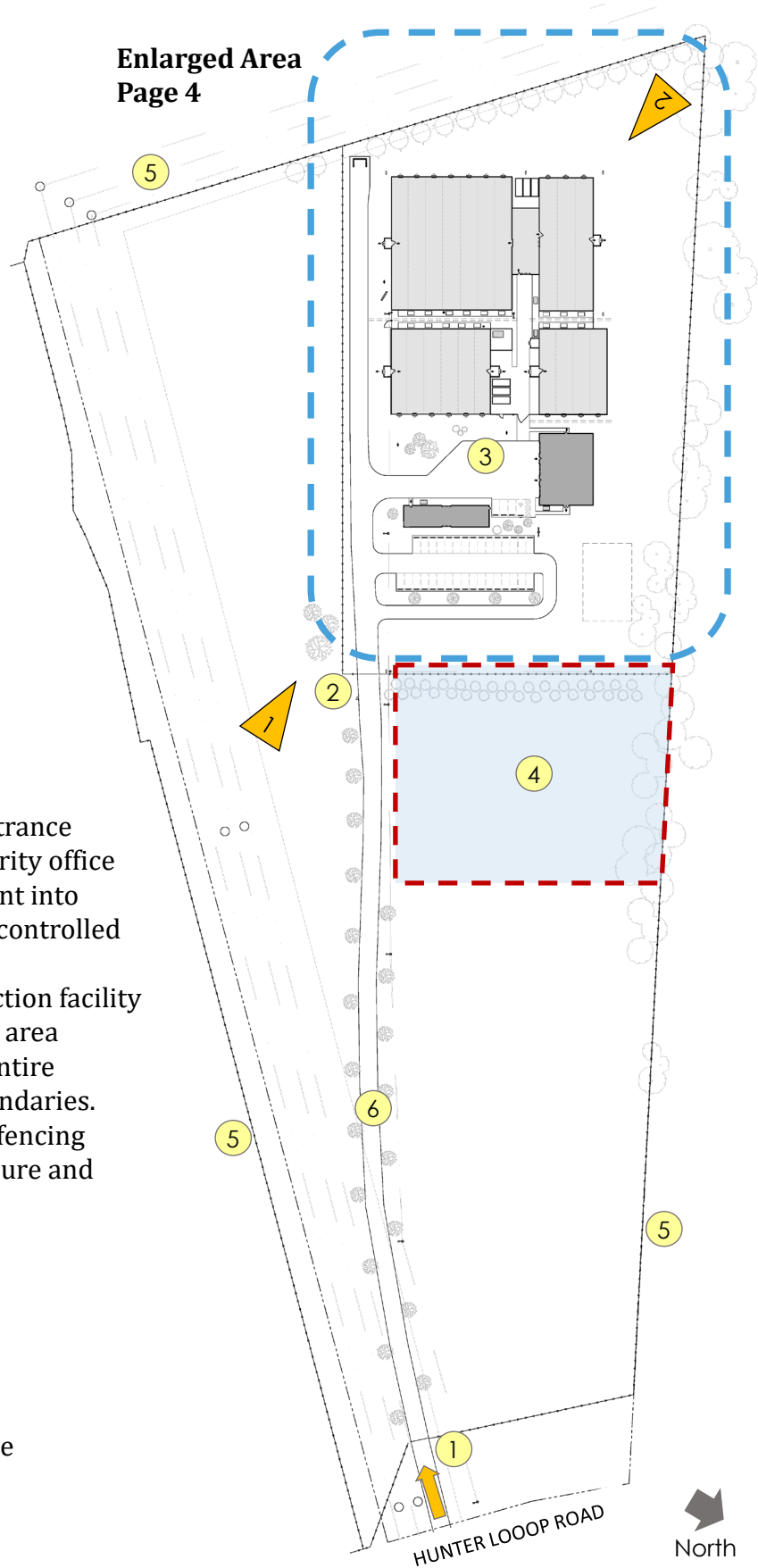
## **PART V. – FACILITY SUITABILITY & INFRASTRUCTURE**

### **Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities).**

#### Index Contents

- A detailed plan and elevation drawings of all operational areas involved with the production of cannabis plants. See pages 2-20.
- Cross-sections that show the construction details and their dimensions. See page 16, front, side elevation and cross-section drawings.
- Identification of all employee-accessible nonproduction areas. See page 7, views 3,4,5, and page 18. Areas include property entrances, parking lots, break rooms and general offices.
- The location, size, and capacity of all storage areas, ventilation systems, and equipment used for the production of cannabis. See pages 8-12.
- Material specifications of all entrances, exits and outer walls to the cultivation facility. See pages 7-14, 16.
- The location and specifications of any windows, skylights and roof hatches. Windows are on the Processing Building, page 14-16 and Security Building, page 18. No skylights or roof hatches located on any structure.
- The location of all monitoring cameras and their field of view, 24/7. See pages 5, 8, 10-13, 15, and 18.
- The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens. See pages 8, 10-13, and 18. All doors into each building will have 24/7 monitored alarm inputs.
- The location of the digital audio video recorder and alarm control panel. See page 18.
- The location of all restricted, employee-accessible and public areas. See page 6
- The location where all plant inputs and application equipment are stored. See pages 11, 13 and 14.
- The location of all secure loading/unloading areas out of public view. See pages 4,6, and 7.
- The location of any area used to store and dispose of medical cannabis that has been returned to the cultivation facility. See page 14.

**Enlarged Area  
Page 4**



**Entire Site Plan**

Key Notes

1. Security gate at road entrance controlled by main security office
2. Main security check-point into secure production area controlled by main security office
3. Secure grow and production facility
4. Future phase expansion area
5. Chain link fence along entire perimeter property boundaries. Barbed wire topped off fencing around perimeter of secure and grow production areas
6. 25' wide service road

**Legend**

- # Keynote Symbol
- # Perspective Views. See Page 3



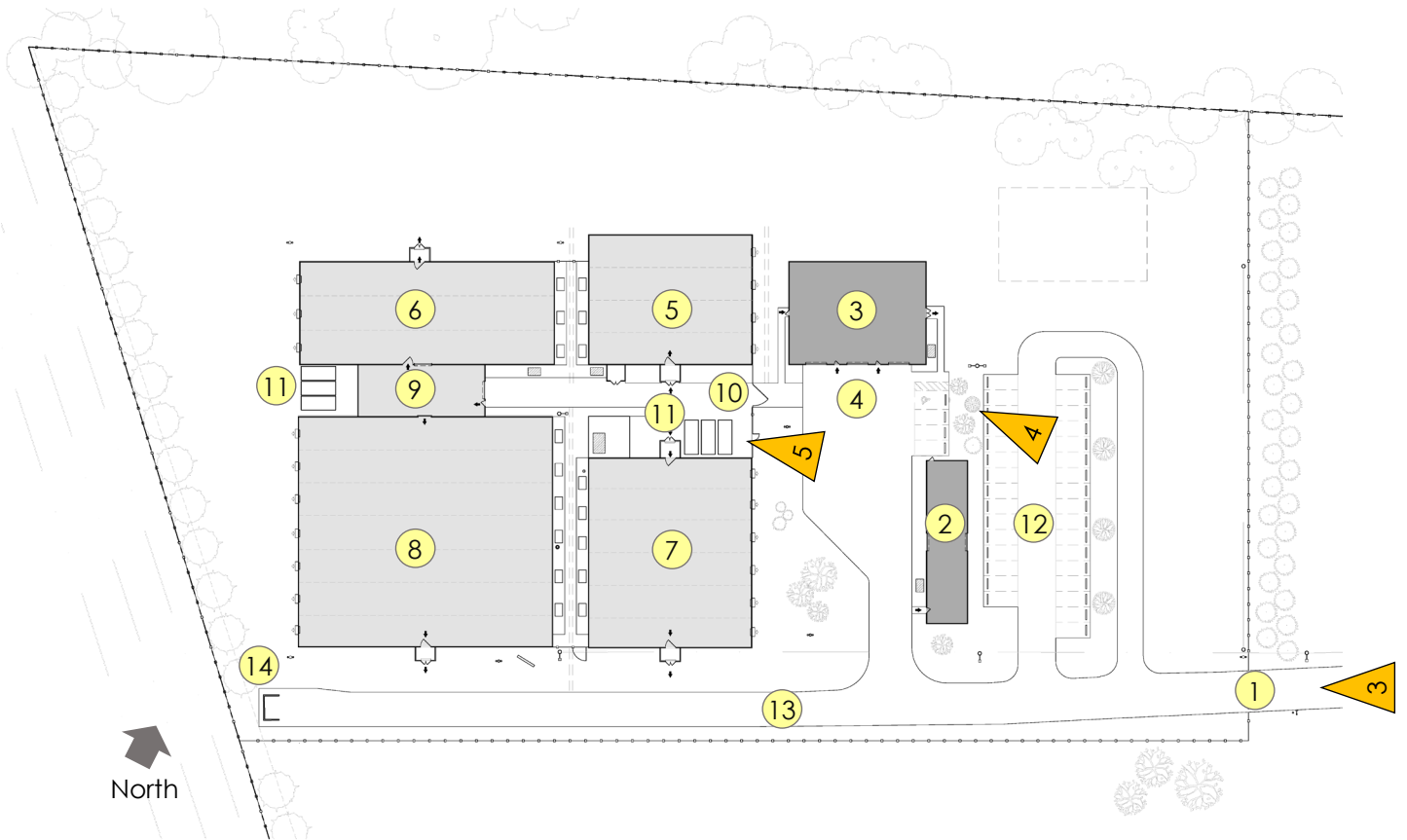
**View #1 – Aerial View looking towards the Northwest**

With our decades of experience in agriculture and medical cannabis, our company will be 100% turnkey and ready to commence cultivation of cannabis immediately upon receiving an Integrated Facility license



**View #2 – Aerial View looking towards the Southeast.**

All areas in production areas are internally secure fenced with locking gates between buildings and all points of entry. This is a third level of authorized access only. No photography or cell phones allowed in this Zone. Contractors are escorted to and from work areas, and security monitored.



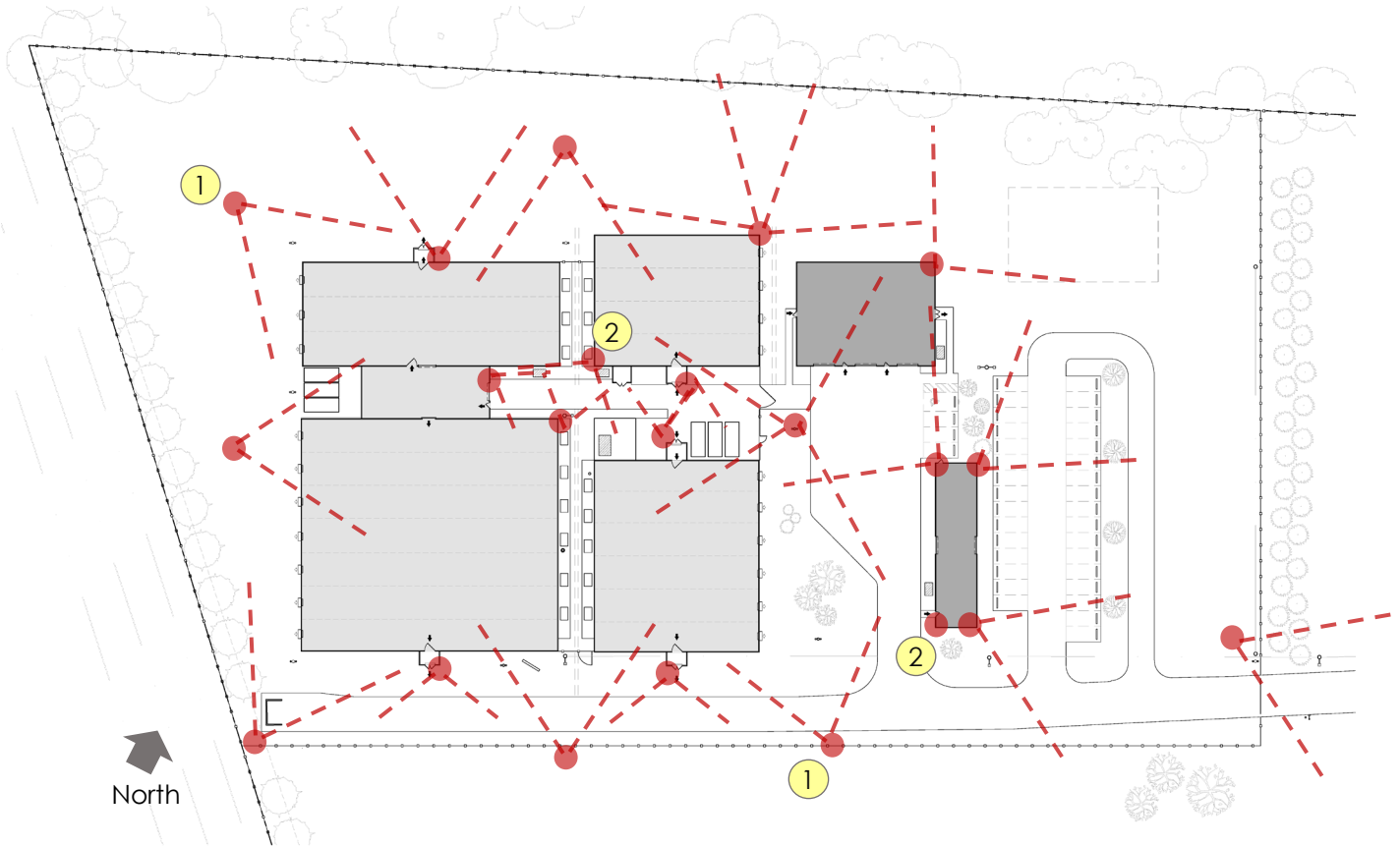
**Enlarged Site Plan**

Key Notes

1. Main Security Gate Check-Point
2. Security Check-in and General Offices
3. Processing and Packaging Building
4. Secure Loading and Unloading area
5. Grow House #1
6. Grow House #2
7. Grow House #3
8. Grow House #4
9. Grow House Staging and Post-Harvest
10. Secondary Security Gate
11. Storage Containers for Cannabis Dry-Cure
12. Parking
13. Service Road
14. Container Dumpster

**Legend**

- # Keynote Symbol
- # Perspective Views. See Page 7



**Enlarged Site Plan Security Diagram**

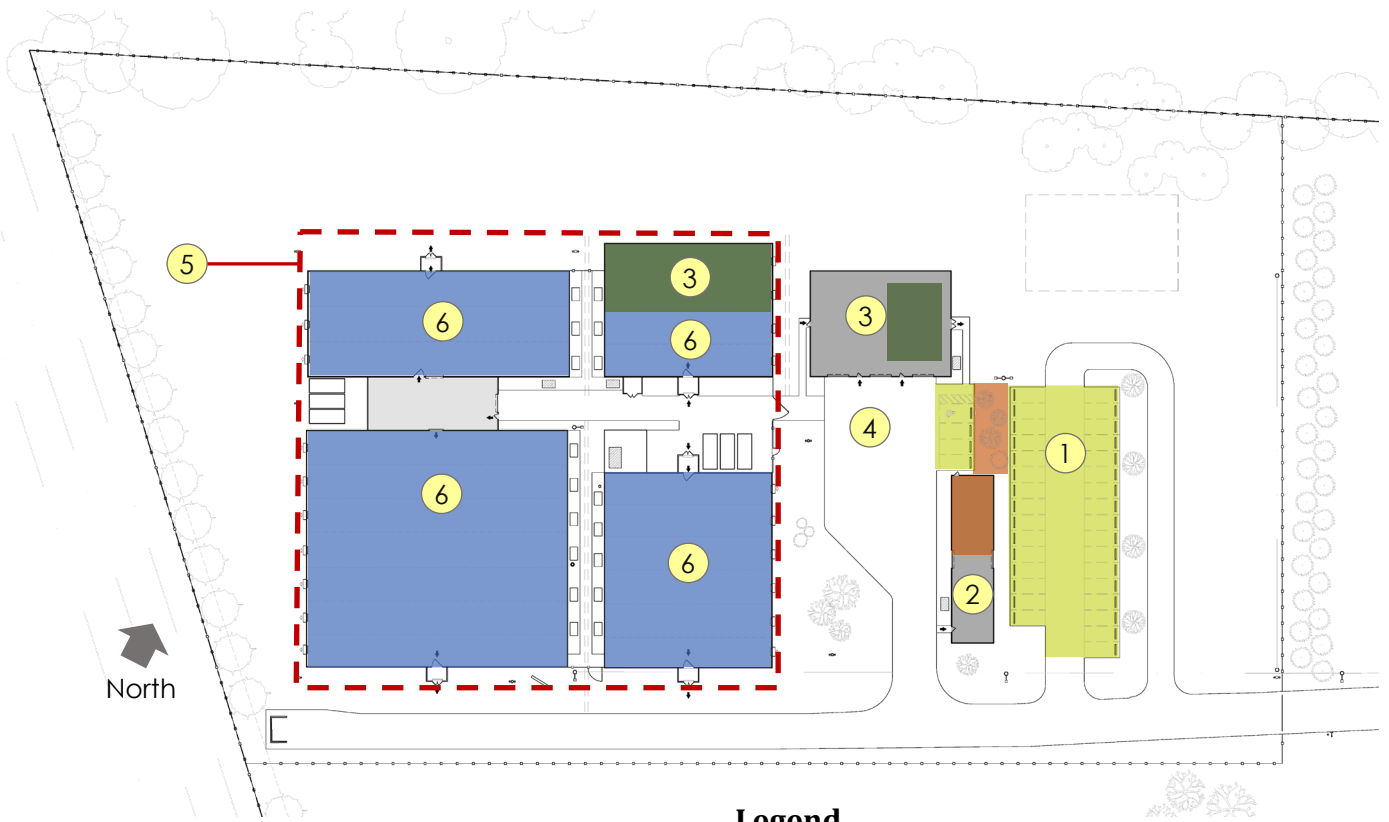
Key Notes

1. Perimeter 25' security poles have cameras for long range monitoring of site.
2. Building mounted cameras are for facial recognition and controlled access points by security.

**Legend**

- Proposed Cameras
- - - Camera Field of View
- # Keynote Symbol





**Location of restricted, employee-accessible and public areas**

# Keynote Symbol

Key Notes

1. Designated parking area for all visitors and employees
2. Security Office, Multi-purpose Building
  - Common area employee break room and general offices
  - Changing rooms for PPE and color-coded scrubs
  - Visitor check-in
3. Secure Employee Cultivation Production Zone 1. Specifics on designated zones can change per company SOP's.
4. Secure Loading and unloading of product and production material
5. Perimeter area secure with restricted visitor access. Employee zoned access limited to assigned zone.
6. Secure Employee Cultivation Production Zone 2. Specifics on designated zones can change per company SOP's.

**Legend**

- Mother and Clone Rooms - Zone 1
- Grow Houses - Zone 2
- Employee Common Area
- Employee and Visitor Parking

**Employee accessible, non-production areas:**



**View #3 - Security Gate Entrance**

Material for the security gate will be a steel framed rolling chain-link gate, bollard protected from forced entry. Intercom and card access reader with video surveillance and license plate reader connect to main security system



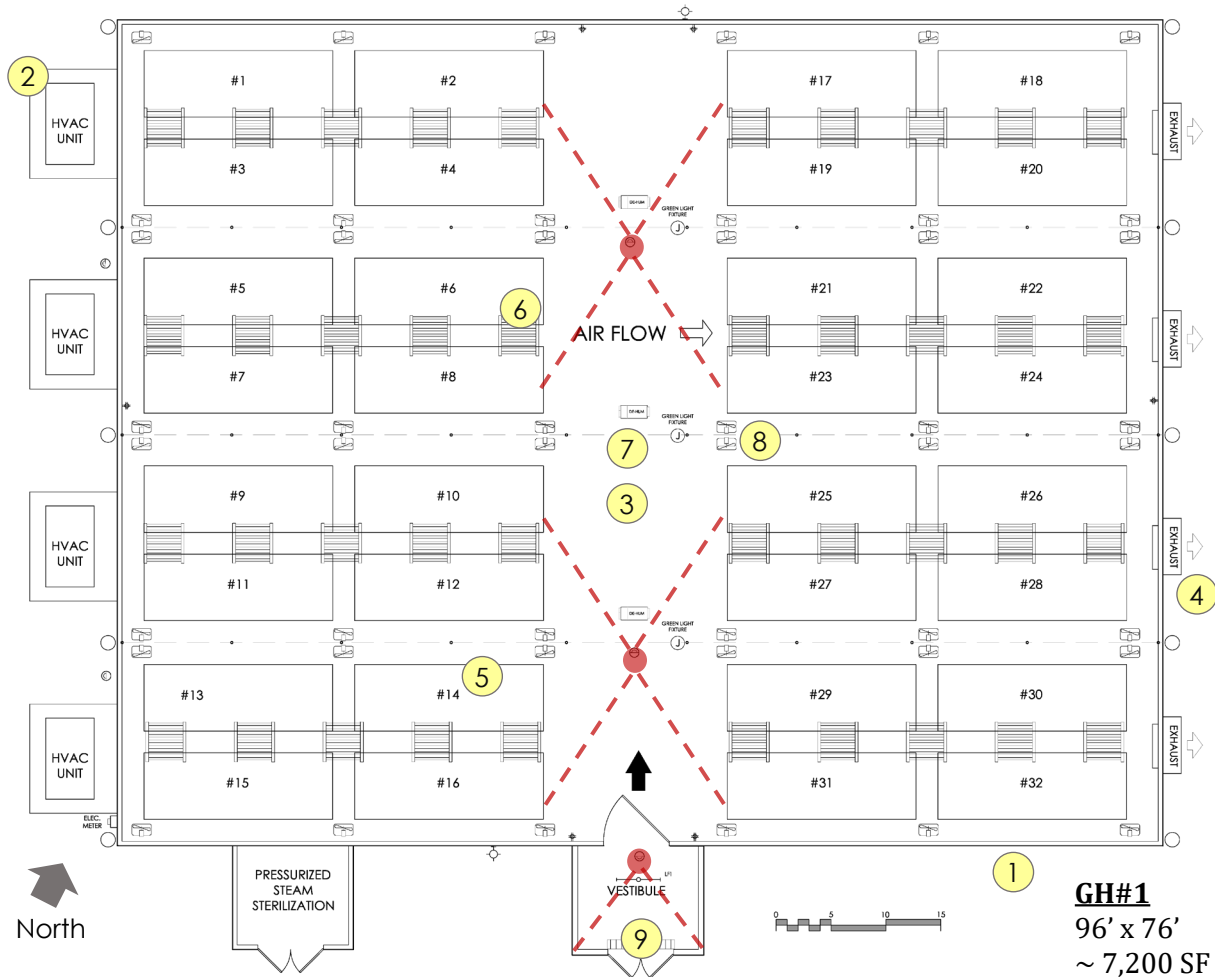
**View #4 - Loading Area for Processing and Packing Building**

Secure loading area outside public view for processing and packaging building.



**View #5 - Circulation Access between Grow House and Production**

Secure access from cultivation to processing building. Note 24/7 surveillance cameras with fields of view on page 5. Completely outside public access and view.



**Legend** ● Proposed Cameras    - - - Camera Field of View    # = Keynote Symbol

**Grow House #1 Key Notes**

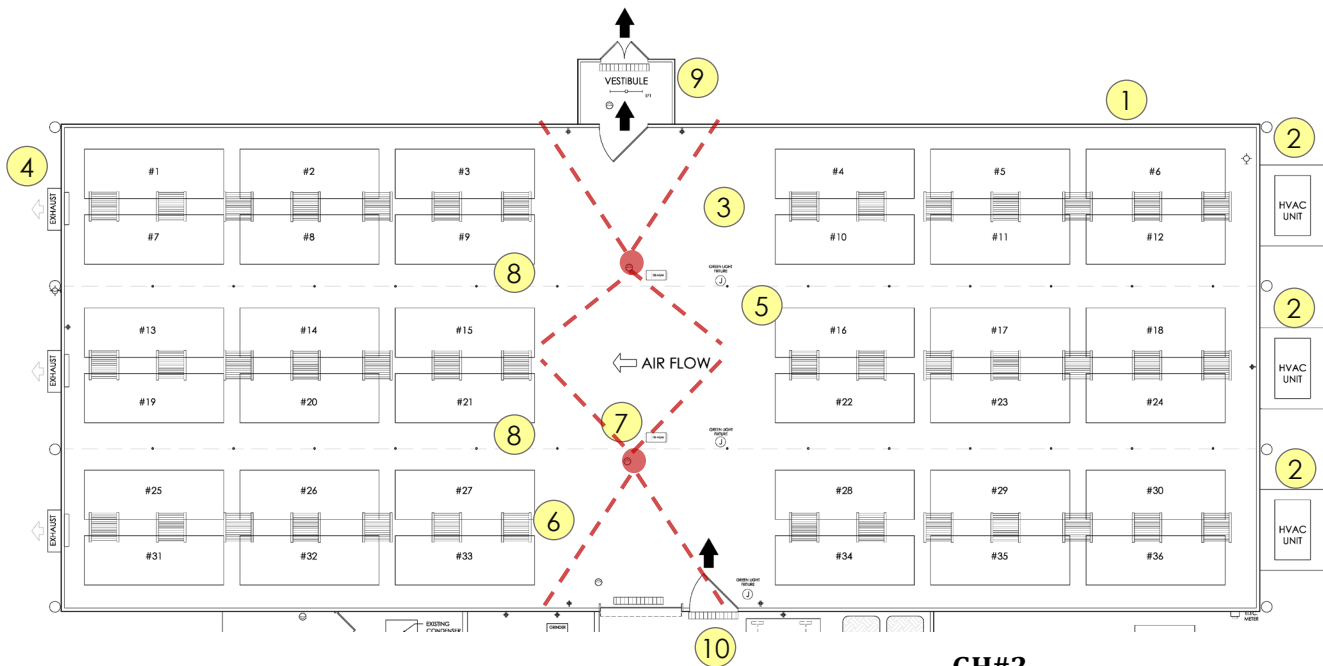
1. Perimeter Walls: 29-gauge corrugated steel panels over 1.5" hat channels, on 2" dia 1/4" thick tube steel frame, typical for all grow houses.
2. Ventilation System: 10-ton HVAC unit mounted onto a concrete pad. Ducted into grow house to control interior temperature as required.
3. Roofing: Lexan Softlite Corrugated polycarbonate sheets.
4. Ventilation System: High Efficiency 48" 1,5 HP 24,000 CFM exhaust fans working in sync with HVAC system to aid in climate control as required. 4 total for Grow House #1.
5. Typical 24" high grow bench.
6. 1000-Watt LED High Yield Grow lighting on an integrated smart control system to allow fully adjustable light spectrum programming.
7. Santa Fe Ultra Series Dehumidifier to control humidity levels as required.
8. 1500 CFM oscillating fans to assist the ventilation system for air circulation and temperature control.
9. Pressurized Entry Vestibule with high efficiency air curtains. Interlocking 4" thick insulated metal walls, and ceiling. Exterior hollow metal steel double door in a hollow metal steel frame. Large swing 4" thick insulated door into grow house. All entrance doors have 24/7 monitoring security devices including door contacts and alarms.



### **Grow House Typical Interior**

Note that entry into all grow areas will be strictly controlled. Workers will wear clean scrubs that are color-coded to match cultivation zones to which they are assigned, so that compliance can be easily monitored and recorded by video camera.

1. PPE to include, shoe covering, alcohol mats, gloves, masks, disposable hair covering.
2. All plants have tamperproof seed to sale tracking numbers attached to each stem.
3. Absolutely no cell phones photographic equipment is allowed in grow areas except for CSO production documentation.
4. No minors, or children if accompanied by an adult allowed in cannabis production areas.
5. Positively No smoking, food or gum allowed in any/all production areas.



**Legend**

- Proposed Cameras
- # = Keynote Symbol
- - - Camera Field of View

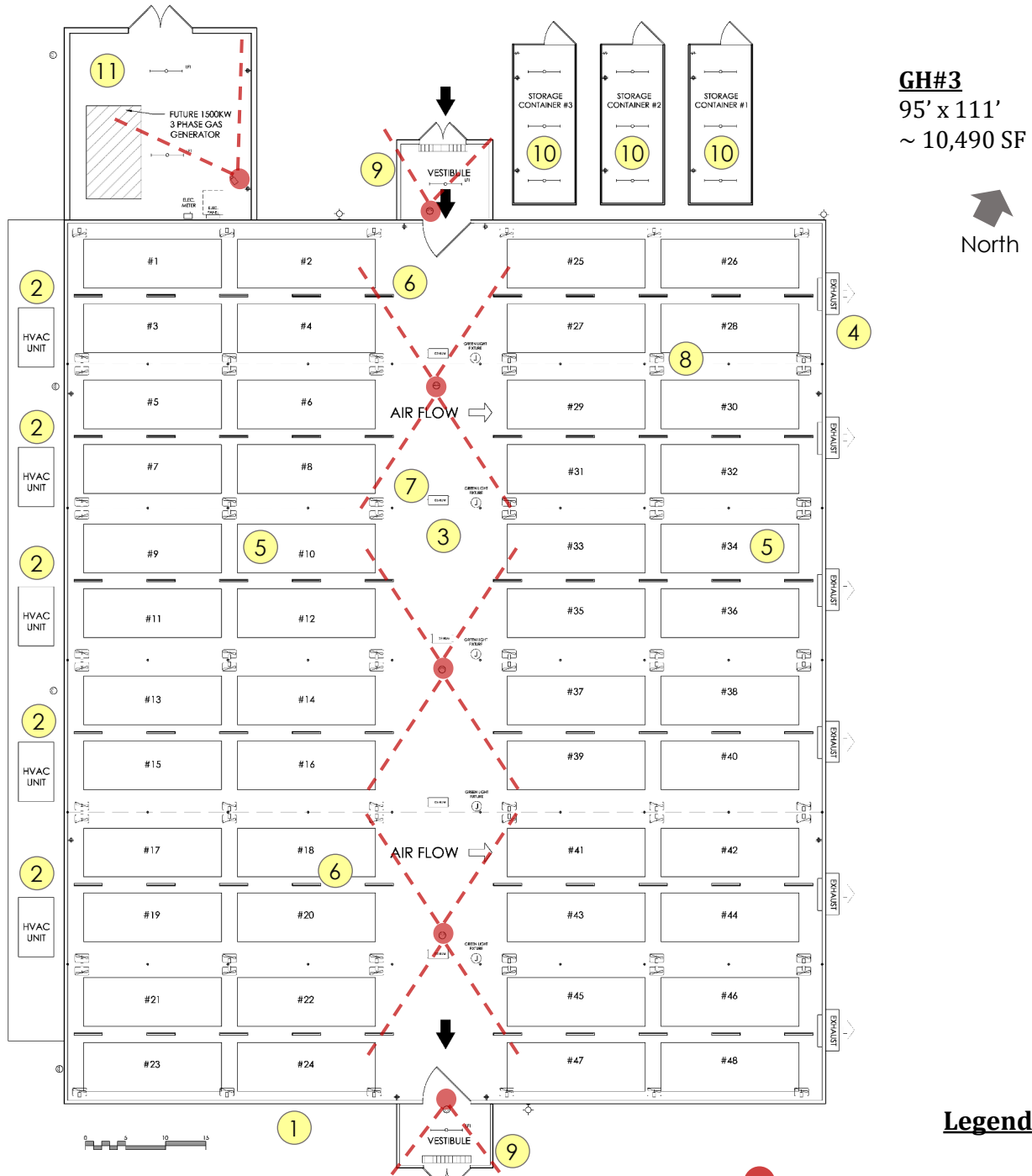
**GH#2**  
 148' x 60'  
 ~ 8,900 SF



**Grow House #2**

Key Notes

1. Perimeter Walls: 29-gauge corrugated steel panels over 1.5" hat channels, on 2" dia 1/4" thick tube steel frame, typical for all grow houses.
2. Ventilation System: 10-ton HVAC unit mounted onto a concrete pad. Ducted into grow house to control interior temperature as required.
3. Roofing: Lexan Softlite Corrugated polycarbonate sheets.
4. Ventilation System: High Efficiency 48" 1.5 HP 24,000 CFM exhaust fans working in sync with HVAC system to aid in climate control as required. 4 total for Grow House #1.
5. Typical 24" high grow bench.
6. 1000-Watt LED High Yield Grow lighting on an integrated smart control system to allow fully adjustable light spectrum programming.
7. Santa Fe Ultra Series Dehumidifier to control humidity levels as required.
8. 1500 CFM oscillating fans to assist the ventilation system for air circulation and temperature control.
9. Pressurized Entry Vestibule with high efficiency air curtains. Interlocking 4" thick insulated metal walls, and ceiling. Exterior hollow metal steel double door in a hollow metal steel frame. Large swing 4" thick insulated door into grow house. All entrance doors have 24/7 monitoring security devices including door contacts and alarms.
10. Large single swing 4" thick insulated door into grow house from Grow House Staging and Post-Harvest building



**GH#3**  
 95' x 111'  
 ~ 10,490 SF



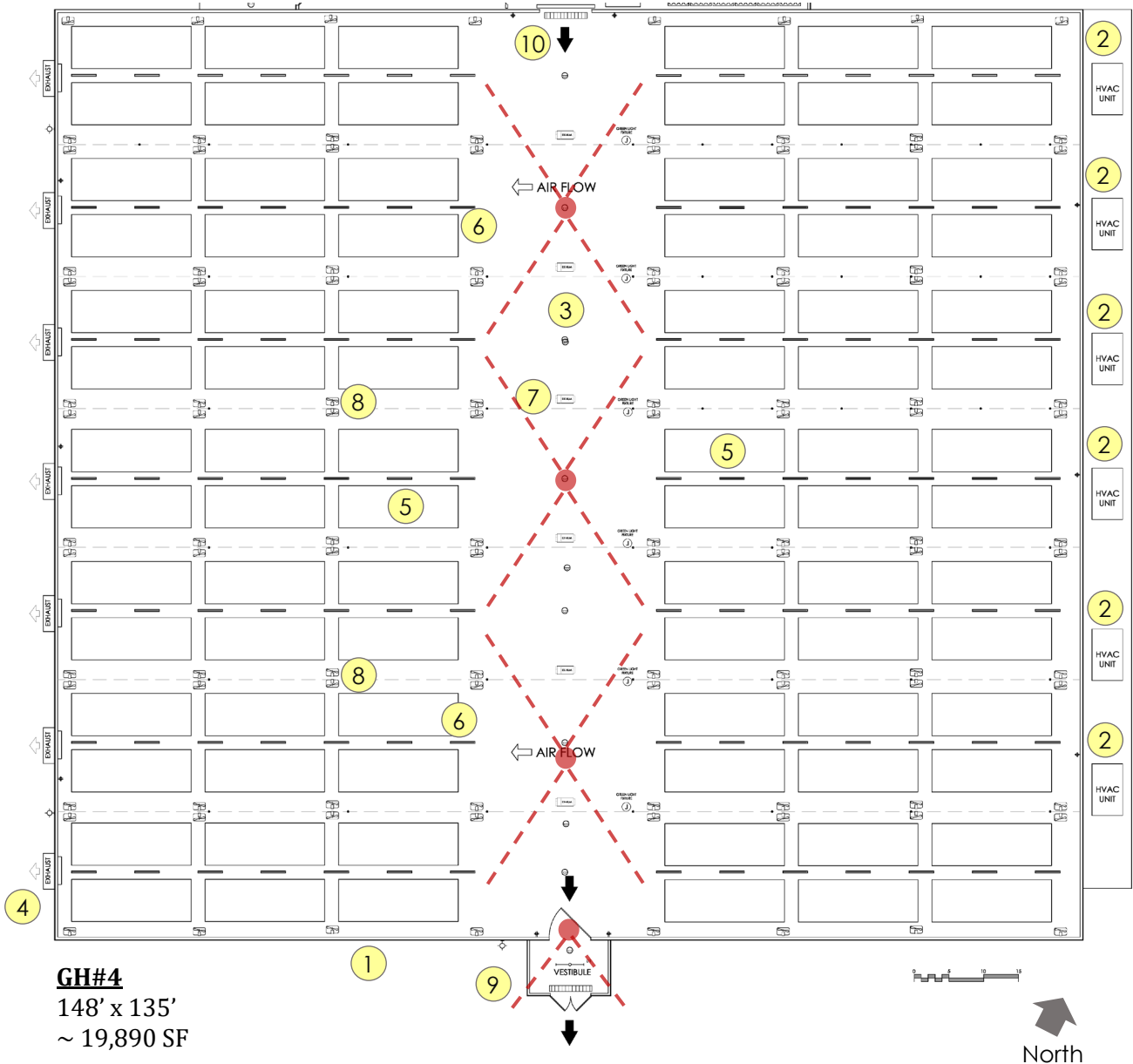
**Legend**

- Proposed Cameras
- - - Camera Field of View
- # Keynote Symbol

**Grow House #3**

Key Notes

- 1.-9. Refer to similar keynotes from page 8
- 10. Application equipment storage utilizing 20' shipping container set on a short foundation
- 11. Electrical and Generator room



**GH#4**  
 148' x 135'  
 ~ 19,890 SF

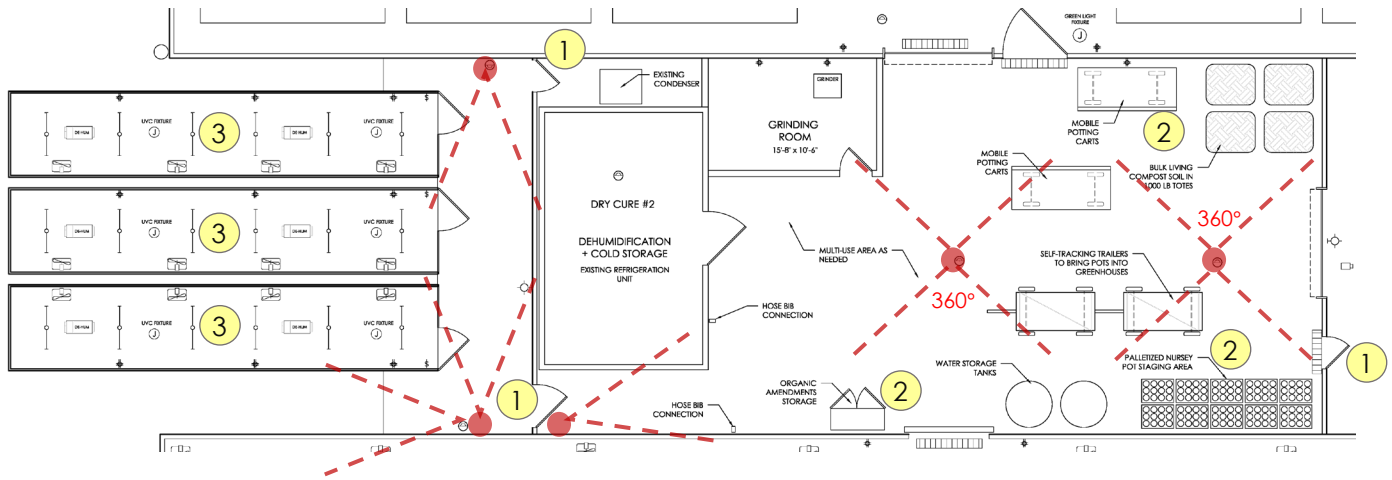
**Grow House #4**

Key Notes

1.-10. Refer to similar keynotes from page 10




**Legend**

- Proposed Cameras
- - - Camera Field of View
- # Keynote Symbol



**GH Staging Building**  
 73' x 35'  
 ~ 2,555 SF

**Legend**

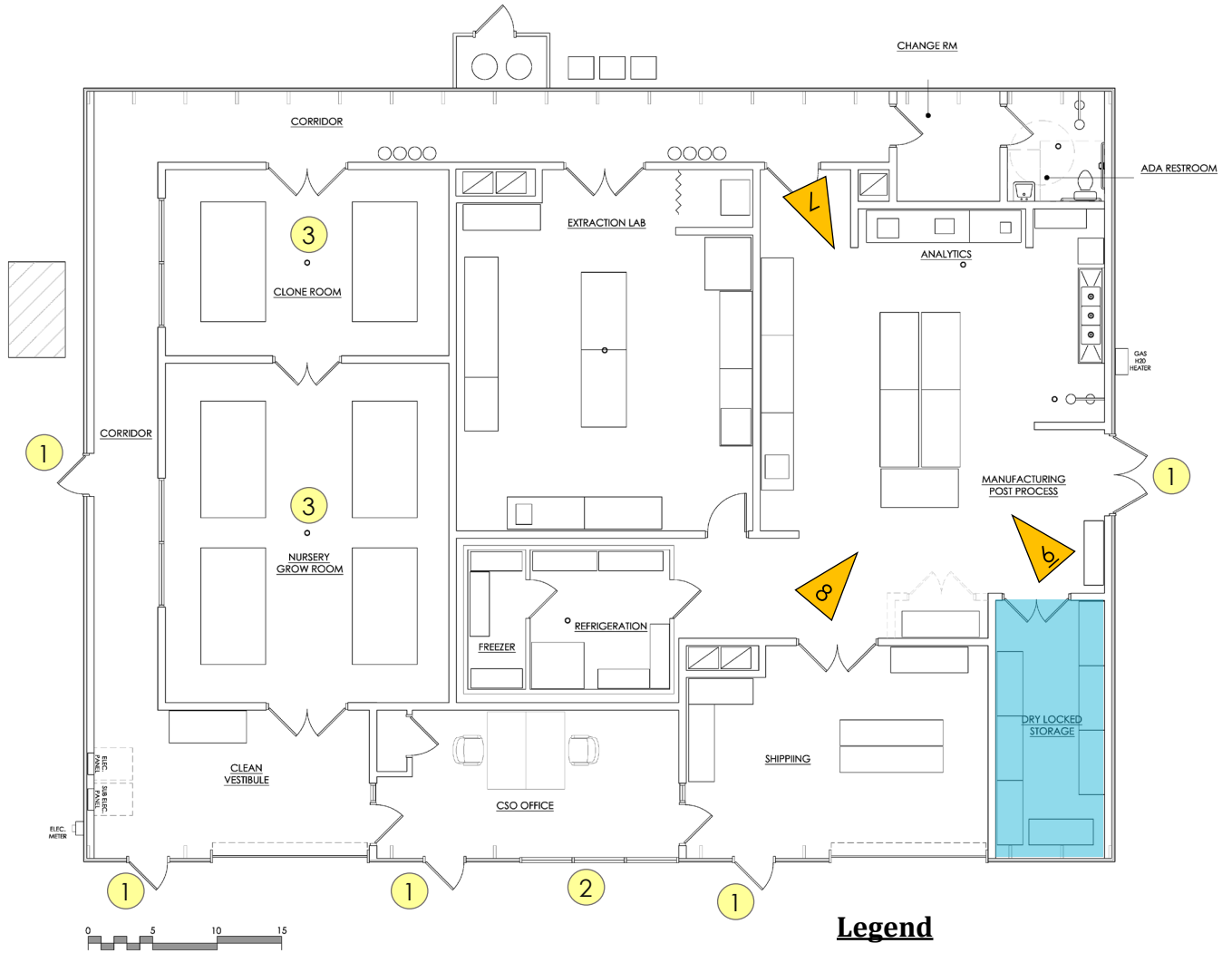
-  Proposed Cameras
-  Camera Field of View  
 360° = full view angle
-  Keynote Symbol

**Grow House Staging and Post-Harvest**  
Plant Inputs and Application Equipment Storage

Key Notes

1. All exterior access doors have 24/7 monitoring security devices including door contacts and alarms
2. Location where plant inputs and application equipment are stored
3. Locked storage containers of post harvest cannabis. These high-quality single use shipping containers feature about 320 square feet of storage each, with the capacity to hold 5,000 lbs of dried cannabis per container. The outer walls of the storage container is composed of typically 14-16 gauge corrugated steel panels. The interiors will contain dehumidifiers and oscillating fans that will aid in humidity control and air circulation.









**Processing and Packing Building**

Key Notes

1. All exterior access doors have 24/7 monitoring security devices including card readers, door contacts and alarms.
2. Exterior Windows: Impact resistance laminated glass min. ½” thickness and aluminum framed dry glazed storefront window system.
3. Cannabis production areas. Clone room is 317 square feet and has the capacity for 1500-2500 plugged clones. Nursery Room is 579 square feet and will have capacity for 1500-2000 spouted plants

**Legend**

-  North
-  # Keynote Symbol
-  # Perspective Views. See page 17

 Locked storage of Medical Cannabis\*\*

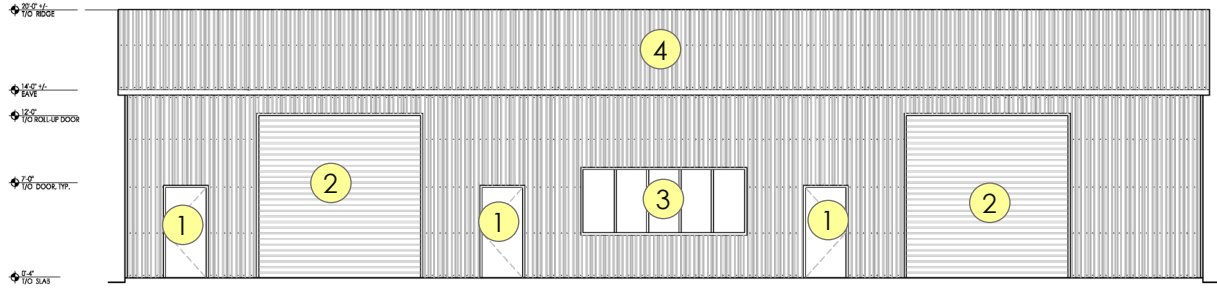
\*\* In addition to secure storage of finished Medical Cannabis products, a designated area will be reserved for any products that may be returned from dispensing sites for any reason. Products will be stored only temporarily pending destruction following company SOPs.



**Processing and Packing Building Use Diagram**

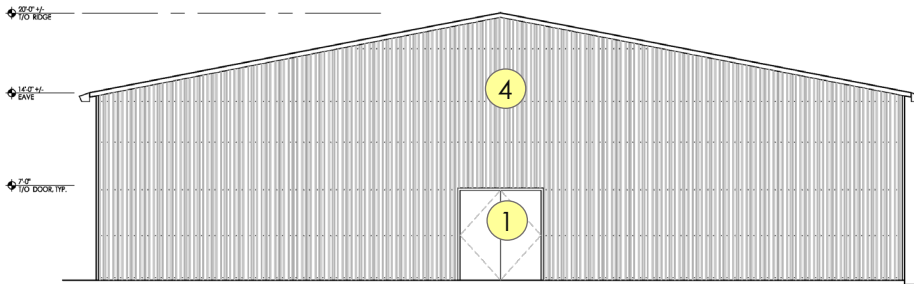
Legend

- Nursery and Clone Rooms
- Extraction
- Post Processing
- Packaging and Shipping
- Cold Storage
- CSO Office
- Restroom and Changing Room
- Corridors
- Proposed Cameras
- Camera Field of View  
360° = full view angle



Front Elevation

Building footprint is 60' x 80'

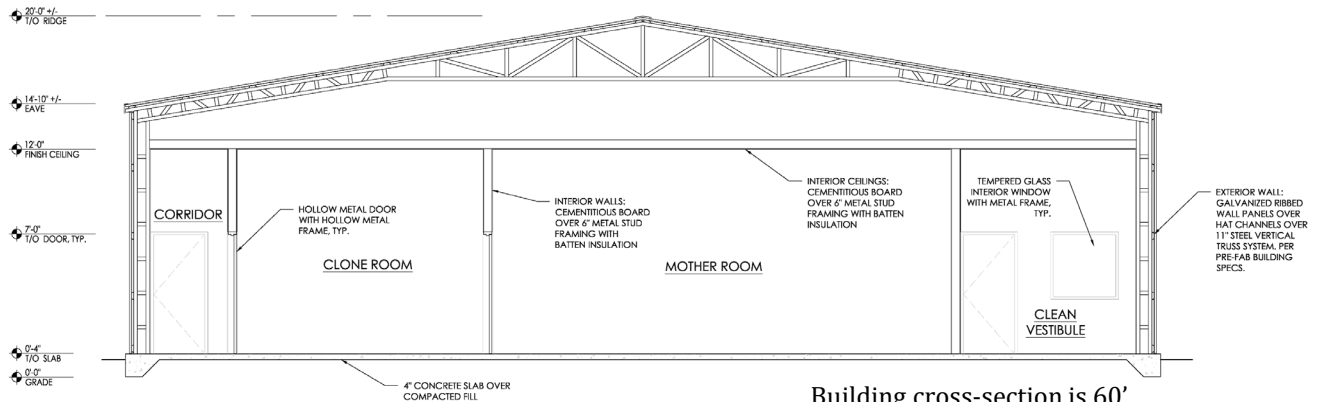


Typical Side Elevation

**Processing and Packing Building  
Exterior Elevations**

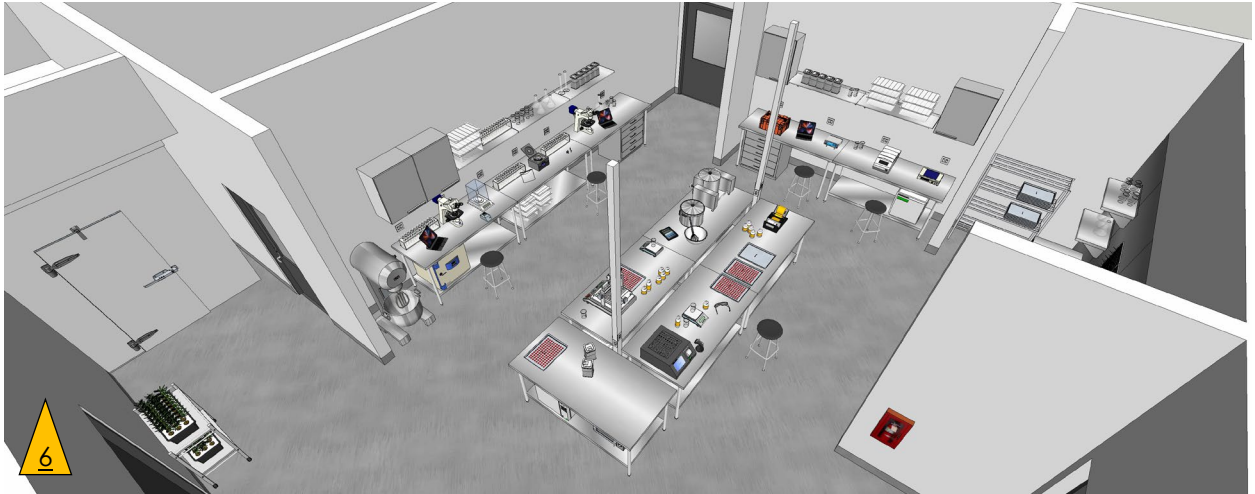
Key Notes

1. Mesker NVS Fully Welded Solid-Core Steel Doors on a hollow steel frame
2. Janus Commercial roll-up doors, 26 ga. galvanized corrugated steel
3. Exterior Windows: Impact resistance laminated glass min. 1/2" thickness and aluminum framed dry glazed storefront window system.
4. Painted 29 ga. fluted galvanized steel exterior sheeting over 12 ga. steel tube framing.



Building cross-section is 60'

**Processing and Packing Building  
Building Section**



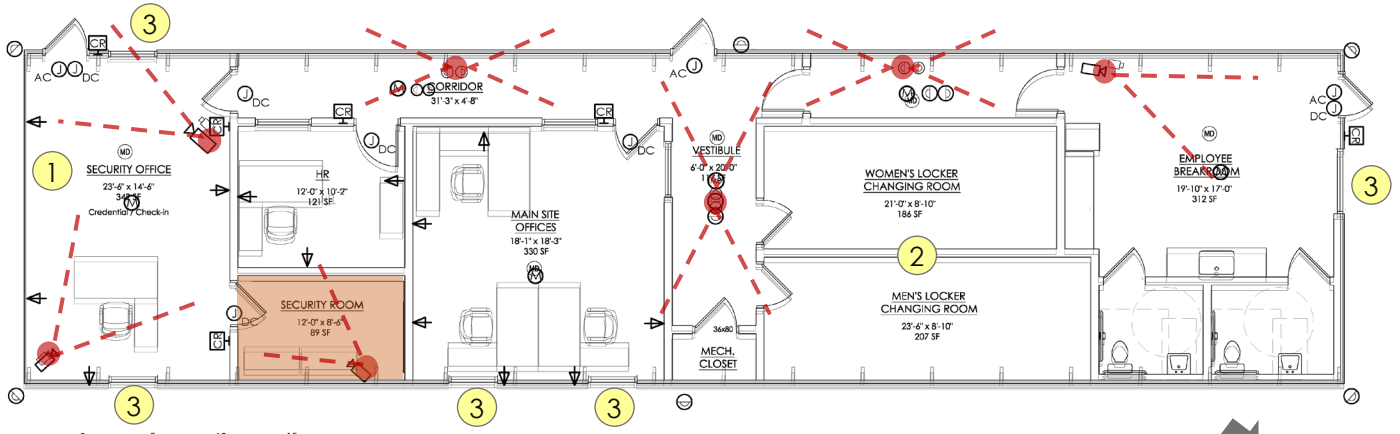
**View #6 – Processing Area**



**View #7 – Processing Area**



**View #8 – Processing Area**



Room location of the digital audio/video recorder and alarm control panel

**Legend**

● Proposed Cameras

- - - Camera Field of View

# Keynote Symbol

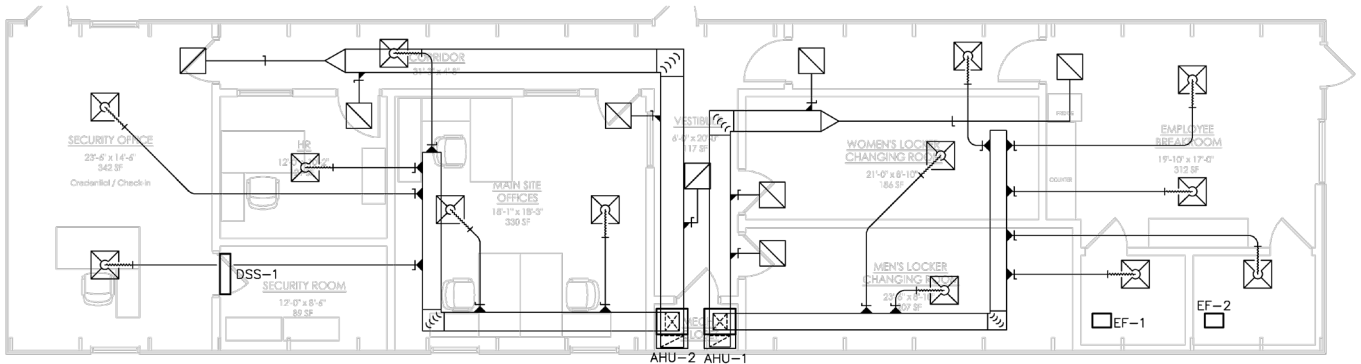
North

**Security Check-in and General Offices**

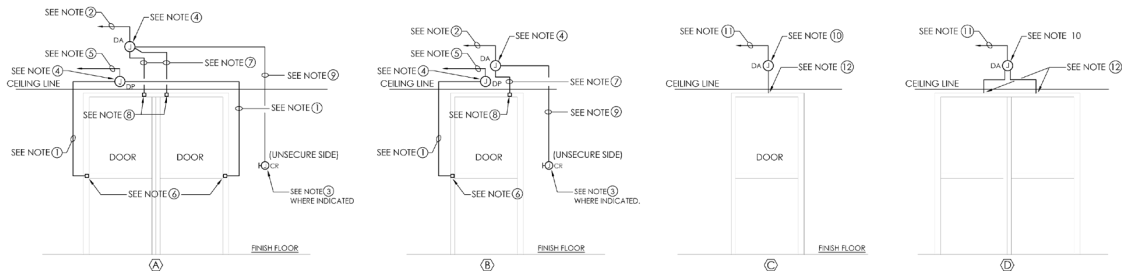
Employee Accessible Non-Production Areas

Key Notes

1. Security office for visitor check-in and credentials
2. Staff and visitor changing room for PPE as required
3. Exterior Windows. Same specifications as used in the Processing Building



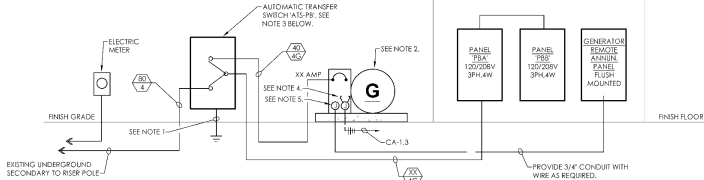
**Security Check-in and General Offices HVAC Plan**



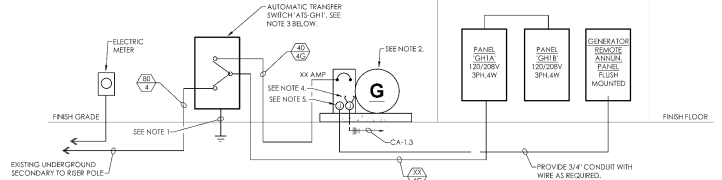
**DOOR/SECURITY/ACCESS KEY NOTES**

1. 3/4" CONDUIT WITH POWER CABLE FROM JUNCTION BOX DOWN TO DOOR POWER TRANSFER DEVICE BY ELECTRICAL CONTRACTOR. COORDINATE EXACT LOCATION AND DOOR REQUIREMENTS WITH E.C. AND SECURITY CONTRACTOR. POWER TRANSFER DEVICE BY OTHERS.
2. PROVIDE 3/4" CONDUIT AND CABLE TO SECURITY PANEL AS DIRECTED BY OWNER. VERIFY PRIOR TO ROUGH-IN.
3. JUNCTION BOX WITH 3/4" C. UP TO JUNCTION BOX FOR CARD READER FIBER MOUNTED 4" A.P. ON BRIGG DANG BOX ELECTRICAL CONTRACTOR TO COORDINATE PLACEMENT WITH OWNER / ARCHITECT.
4. 4 SQUARE JUNCTION BOX MOUNTED ABOVE ACCESSIBLE CEILING OR ABOVE DOOR BY ELECTRICAL CONTRACTOR.
5. 120V POWER AS REQUIRED.
6. CONNECTION TO DOOR POWER TRANSFER DEVICE AS REQUIRED.
7. 3/4" CONDUIT FROM JUNCTION BOX DOWN TO DOOR CONTACT BY ELECTRICAL CONTRACTOR. COORDINATE EXACT LOCATION AND DOOR REQUIREMENTS WITH E.C. AND SECURITY CONTRACTOR. CONTACT DEVICE BY OTHERS.
8. CONNECTION TO DOOR CONTACT AS REQUIRED.
9. 3/4" CONDUIT FROM JUNCTION BOX UP TO DOOR ACCESS JUNCTION BOX BY ELECTRICAL CONTRACTOR. COORDINATE EXACT LOCATION AND DOOR REQUIREMENTS WITH E.C.
10. 4 SQUARE JUNCTION BOX MOUNTED ABOVE ACCESSIBLE CEILING OR ABOVE DOOR BY ELECTRICAL CONTRACTOR FOR FUTURE CONTROLS.
11. PROVIDE 3/4" EMPTY CONDUIT WITH FILLING TO SECURITY PANEL AS DIRECTED BY OWNER. VERIFY PRIOR TO ROUGH-IN.
12. 3/8" 3/4" CONDUIT AND DOOR JAMB FOR FUTURE USE. COORDINATE EXACT LOCATION WITH DOOR SUPPLIER.
13. 3/8" 3/4" CONDUIT AND ROLL-UP DOOR JAMB FOR FUTURE USE. COORDINATE EXACT LOCATION.

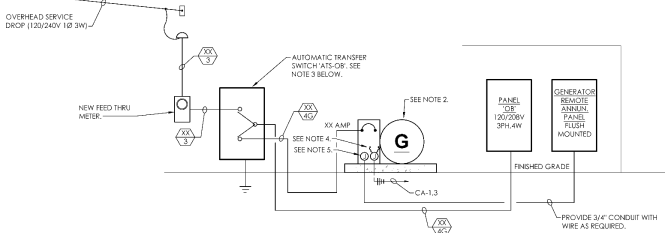
**Access Door System Conduit Details**



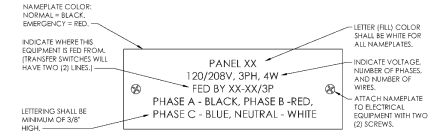
- 1** E03.3  
NOT TO SCALE  
NOTES:
1. #2/0 BARE COPPER EACH GROUND IN 1" CONDUIT. ONE (1) TO COLD WATER PIPE, ONE (1) DRIVEN, ONE (1) TO BUILDING STEEL AND ONE (1) TO REBAR AS PER N.E.C. REFER TO DETAIL 2 ON SHEET 01.
  2. STAND-BY GENERATOR SHALL BE XX KW, 120/208V, 3 PHASE, 4 WIRE WITH A XA/3P BREAKER RATED AT 65K A/C AND SHALL BE FURNISHED WITH NATURAL GAS. GENERATOR MOUNTED ON GRADE.
  3. AUTOMATIC TRANSFER SWITCH ATS-CC SHALL BE X00A/3P, LOCKABLE, 600V, SERVICE ENTRANCE RATED AND LABELED. NEMA 3R ENCLOSURE AND SHALL BE 65K A/C, RATED.
  4. FOR CONNECTION TO BATTERY CHARGER (120V) AND BLOCK HEATER (120V).
  5. FOR CONNECTIONS TO GENERATOR REMOTE ANNUNCIATOR PANEL CONTROLS.



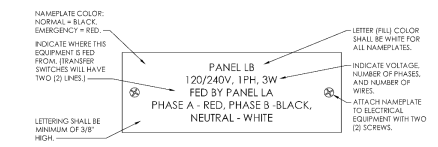
- 2** E03.3  
NOT TO SCALE  
NOTES:
1. #2/0 BARE COPPER EACH GROUND IN 1" CONDUIT. ONE (1) TO COLD WATER PIPE, ONE (1) DRIVEN, ONE (1) TO BUILDING STEEL AND ONE (1) TO REBAR AS PER N.E.C. REFER TO DETAIL 2 ON SHEET 01.
  2. STAND-BY GENERATOR SHALL BE XX KW, 120/208V, 3 PHASE, 4 WIRE WITH A XA/3P BREAKER RATED AT 65K A/C AND SHALL BE FURNISHED WITH NATURAL GAS. GENERATOR MOUNTED ON GRADE.
  3. AUTOMATIC TRANSFER SWITCH ATS-CC SHALL BE X00A/3P, LOCKABLE, 600V, SERVICE ENTRANCE RATED AND LABELED. NEMA 3R ENCLOSURE AND SHALL BE 65K A/C, RATED.
  4. FOR CONNECTION TO BATTERY CHARGER (120V) AND BLOCK HEATER (120V).
  5. FOR CONNECTIONS TO GENERATOR REMOTE ANNUNCIATOR PANEL CONTROLS.



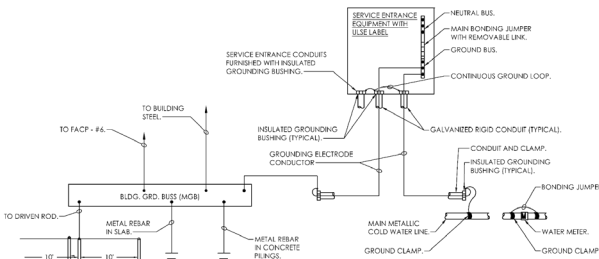
- 3** E03.3  
NOT TO SCALE  
NOTES:
1. #2/0 BARE COPPER EACH GROUND IN 1" CONDUIT. ONE (1) TO COLD WATER PIPE, ONE (1) DRIVEN, ONE (1) TO BUILDING STEEL AND ONE (1) TO REBAR AS PER N.E.C. REFER TO DETAIL 2 ON SHEET 01.
  2. STAND-BY GENERATOR SHALL BE XX KW, 120/208V, 3 PHASE, 4 WIRE WITH A XA/3P BREAKER RATED AT 65K A/C AND SHALL BE FURNISHED WITH NATURAL GAS. GENERATOR MOUNTED ON GRADE.
  3. AUTOMATIC TRANSFER SWITCH ATS-CC SHALL BE X00A/3P, LOCKABLE, 600V, SERVICE ENTRANCE RATED AND LABELED. NEMA 3R ENCLOSURE AND SHALL BE 65K A/C, RATED.
  4. FOR CONNECTION TO BATTERY CHARGER (120V) AND BLOCK HEATER (120V).
  5. FOR CONNECTIONS TO GENERATOR REMOTE ANNUNCIATOR PANEL CONTROLS.



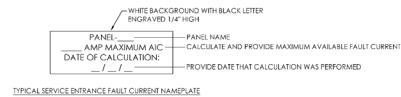
- 4** E03.3  
NOT TO SCALE  
NOTES:
1. THIS DETAIL IS TYPICAL FOR ALL ELECTRICAL EQUIPMENT INCLUDING BUT NOT LIMITED TO PANELS, DISCONNECTS, ETC.
  2. NAMEPLATES SHALL BE MOUNTED NEAR THE TOP AND CENTER OF EQUIPMENT.



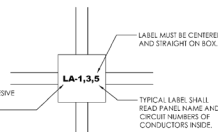
- 5** E03.3  
NOT TO SCALE  
NOTES:
1. THIS DETAIL IS TYPICAL FOR ALL ELECTRICAL EQUIPMENT INCLUDING BUT NOT LIMITED TO PANELS, DISCONNECTS, ETC.
  2. NAMEPLATES SHALL BE MOUNTED NEAR THE TOP AND CENTER OF EQUIPMENT.



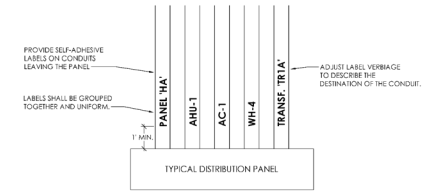
- 1** E04.4  
NOT TO SCALE  
NOTES:
1. GROUNDING ELECTRODE SYSTEM SHALL BE IN ACCORDANCE WITH THE NEC ARTICLE 250.
  2. GROUNDING ELECTRODE CONDUCTORS SHALL BE CONTINUOUS AND NOT SPLICED.
  3. GROUNDING ELECTRODE CONDUCTORS SHALL BE ENCLOSED IN FULL LENGTH GALVANIZED RIGID CONDUIT AS INDICATED.
  4. GROUNDING ELECTRODE CONDUCTORS SHALL BE BARE COPPER.
  5. ALL BUSHINGS INSTALLED IN DIRECT CONTACT WITH EARTH SHALL BE APPROVED FOR THE PURPOSE.
  6. GROUND CONNECTIONS BELOW GRADE SHALL BE EXOTHERMICALLY WELDED TYPE.
  7. PROVIDE GROUNDING JUMPERS FROM COLD WATER PIPING TO HOT WATER PIPING AT EACH WATER HEATER PROVIDE GROUNDING JUMPERS AT EACH INSULATED JOINT OR ANY PLACE WHERE GROUND IS BROKEN TO MAINTAIN THE INTEGRITY OF THE GROUNDING SYSTEM.



- 2** E04.4  
NOT TO SCALE  
NOTES:
1. CONTRACTOR SHALL CALCULATE AND PROVIDE NAMEPLATE ON THE SERVICE ENTRANCE EQUIPMENT THAT INDICATES THE MAXIMUM AVAILABLE FAULT CURRENT AND THE DATE THE CALCULATION WAS PERFORMED. SEE NAMEPLATE REQUIREMENTS BELOW.

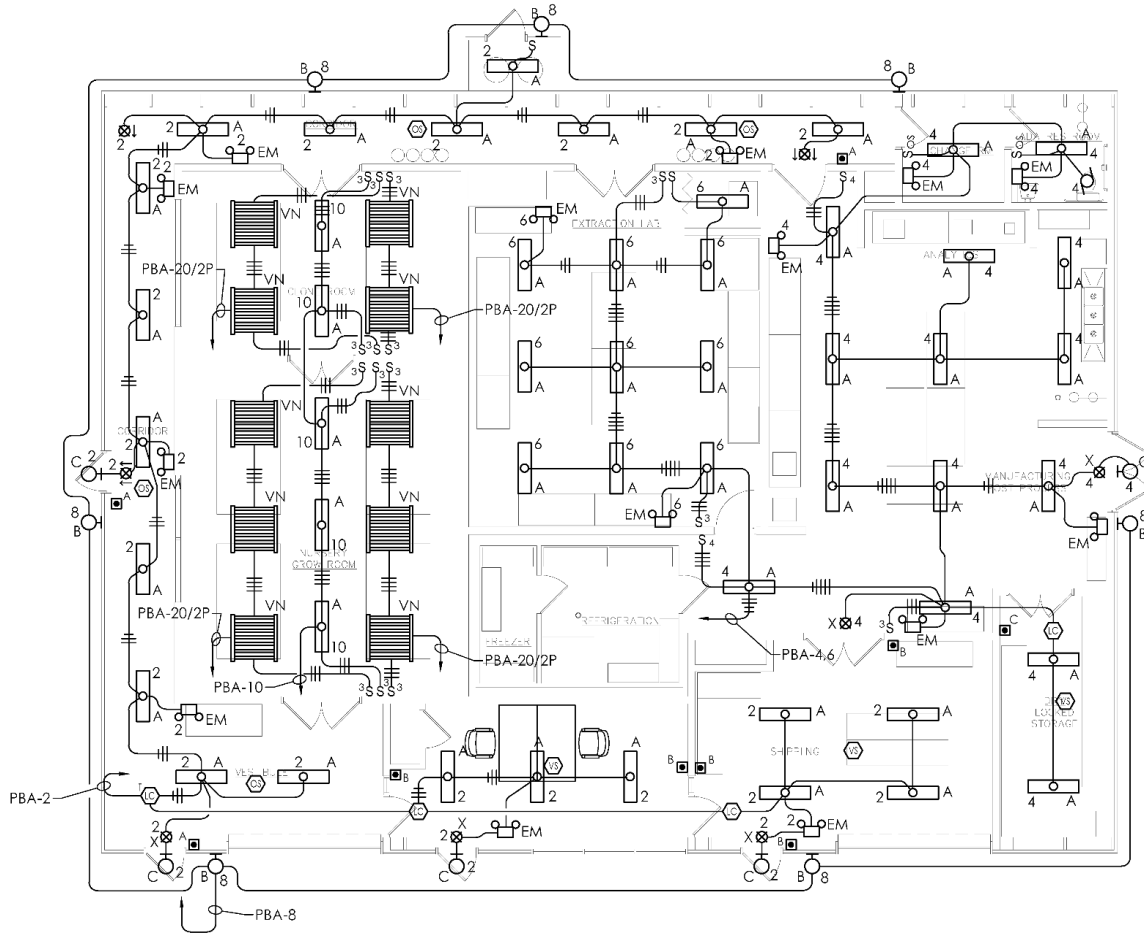


- 3** E04.4  
NOT TO SCALE  
NOTES:
1. ALL COVERS FOR FIRE ALARM MUST BE FACTORY APPLIED RED.
  2. ALL LABELS MUST BE PRE-PRINTED LABELS OF THE SAME SIZE AND TEXT. NO HAND WRITING WILL BE ACCEPTED.
  3. JUNCTION BOXES WITH GELING PAINT ON THEM WILL NOT BE ACCEPTED.



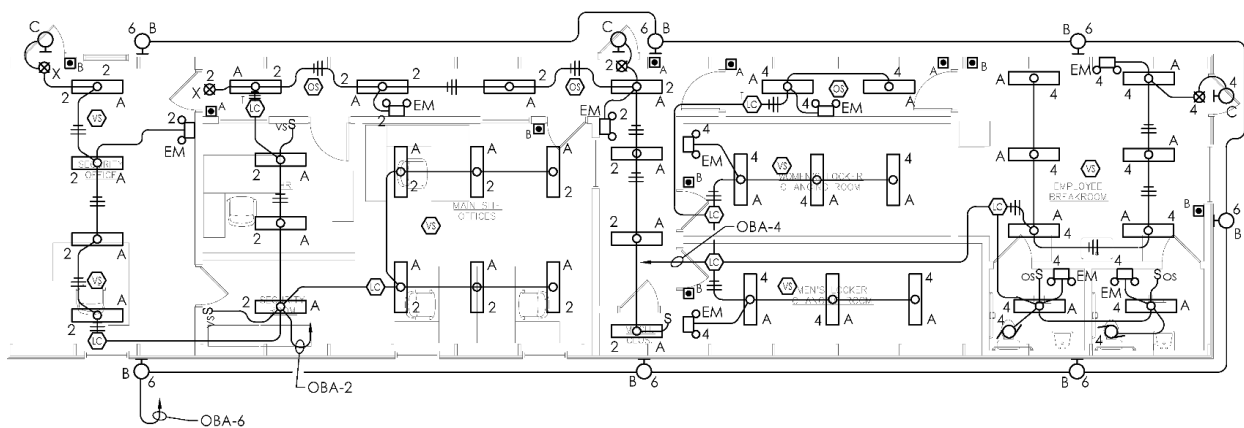
- 4** E04.4  
NOT TO SCALE  
NOTES:
1. THIS APPLIES TO ALL BRANCH FEEDER CONDUITS FEEDING MECHANICAL EQUIPMENT. OTHER MAJOR ELECTRICAL EQUIPMENT AND PANELS 20A/3P BRANCH CIRCUITS DO NOT HAVE TO BE LABELED. ANY CONDUIT 1" AND LARGER MUST BE LABELED LEAVING ALL PANELS.
  2. ALL LABELS MUST BE PRE-PRINTED LABELS OF THE SAME SIZE AND TEXT.

## Electrical Riser Diagrams and Typical Details



**NEW PROCESSING AND PACKAGING BUILDING LIGHTING PLAN**

SCALE: 1/8" = 1'-0"



**NEW OFFICES BUILDING LIGHTING PLAN**

SCALE: 1/8" = 1'-0"

# Exhibit 33 – Security Plan

The contents of this document are redacted because they contain proprietary information regarding this Applicant’s marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a “trade secret” is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant’s marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* (“Trade Secret Act”).

## Verification

**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206EB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**



**PART VI. – SECURITY PLAN**

**Exhibit 33 – Security Plan.**

[REDACTED]

**33.1 – Alarm Systems**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**33.2 - Reception Areas and Personnel for security**

[Redacted text block]

**33.3 - Broadcast Communications Devices**

[REDACTED]

### 33.4 - Audio/Video Surveillance Systems

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

### 33.5 - Perimeter Fencing

[Redacted text block]

[Redacted text block]

**33.6 - Exterior Doors**

[REDACTED]

**33.7 - Exterior walls**

[REDACTED]

[REDACTED]

**33.8 - Staffing of Security Guards**

[REDACTED]

### 33.9 - Strict Access Controls

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



**33.10 – Protocols for Opening and Closing**

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

**33.11 - Restricted Access**

[REDACTED]

[REDACTED]

**33.12 - Records of Persons**

[REDACTED]

**33.13 - Employees Identification badges**

[Redacted text block]

[Redacted text block]

**33.14 - Visitors Pass**

[Redacted text block]

[Redacted text block]

**33.15 - Proposed Policies to Report Theft, Diversion, or Loss**

[Redacted text block]

[Redacted]

**33.16 - Signage**

[Redacted]

[Redacted]

**33.17 - Variable Route Plans and GPS tracking Systems & Monitoring**

[Redacted]

**33.18 - Vehicle Locks and Alarm Systems**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**33.20 – Secure Transport Vehicles Free of Markings:**

[Redacted]

**33.21 – Cannabis and/or medical cannabis Sealed Tamper-Evident Containers**

[Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**33.22 – Cannabis, Medical Cannabis & Container Visibility**

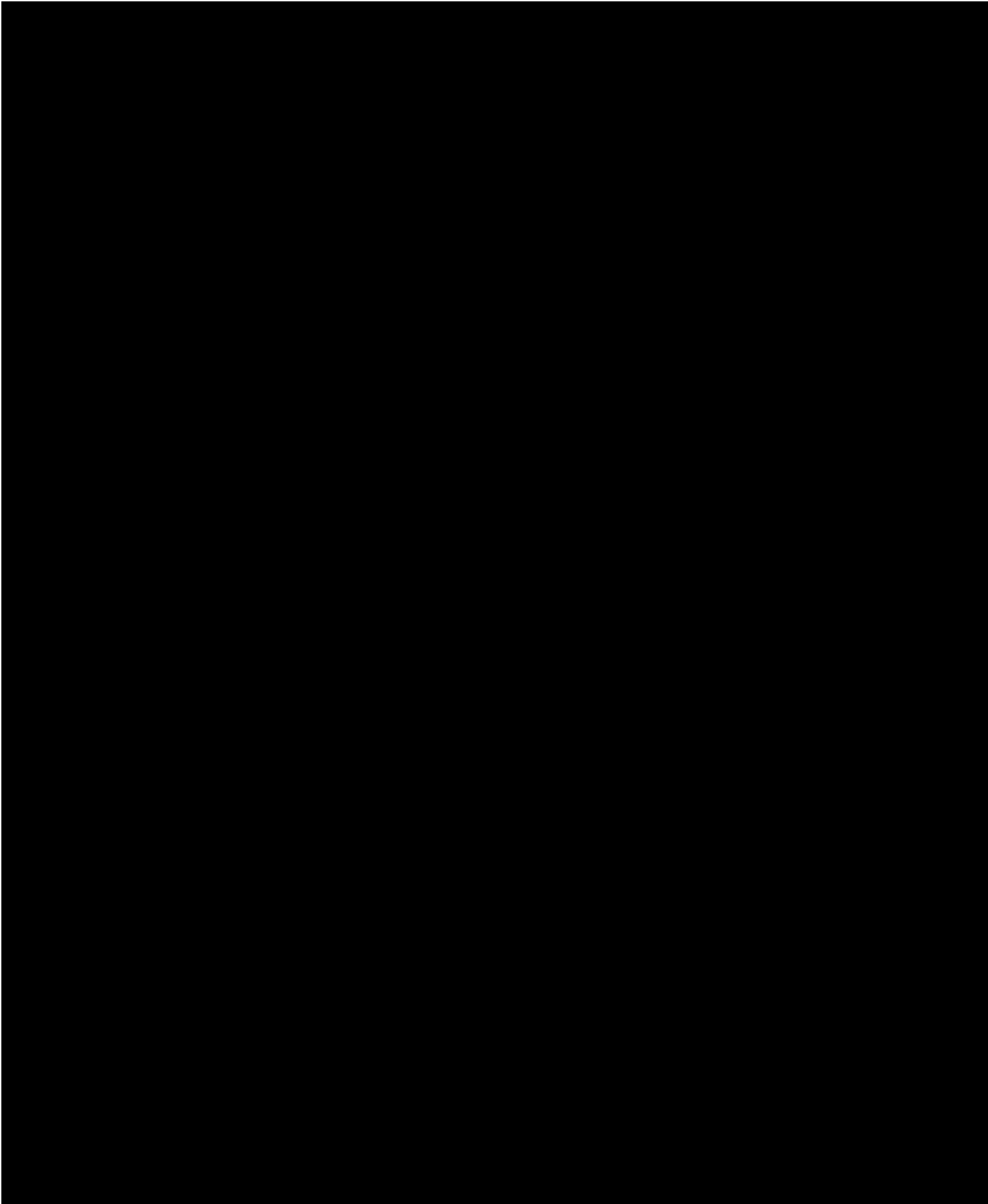
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**33.23 – Secure transport driver Access to duress panic and/or hold-up alarms**

[Redacted text block]

[Redacted text block]

[Redacted text block]





- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**33.25 - Restricted control of the Motor Vehicle - Cannabis or Medical Cannabis**

[Redacted]

**33.26 - Administrative Inspections Training**

[Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**33.27 - Appropriate Labeling and Coding of Containers**

[Redacted text block]

[Redacted text block]

**33.28 - Minimum Secure transport Vehicle Personnel Requirements**

[Redacted text block]

[Redacted text block]

[Redacted text block]

**33.29 – Secure Transport Vehicles Route Adherence**

[Redacted text block]

[Redacted text block]

**33.30 – Secure Transport Vehicles Equipped Monitored GPS tracking**

[Redacted text block]

[REDACTED]

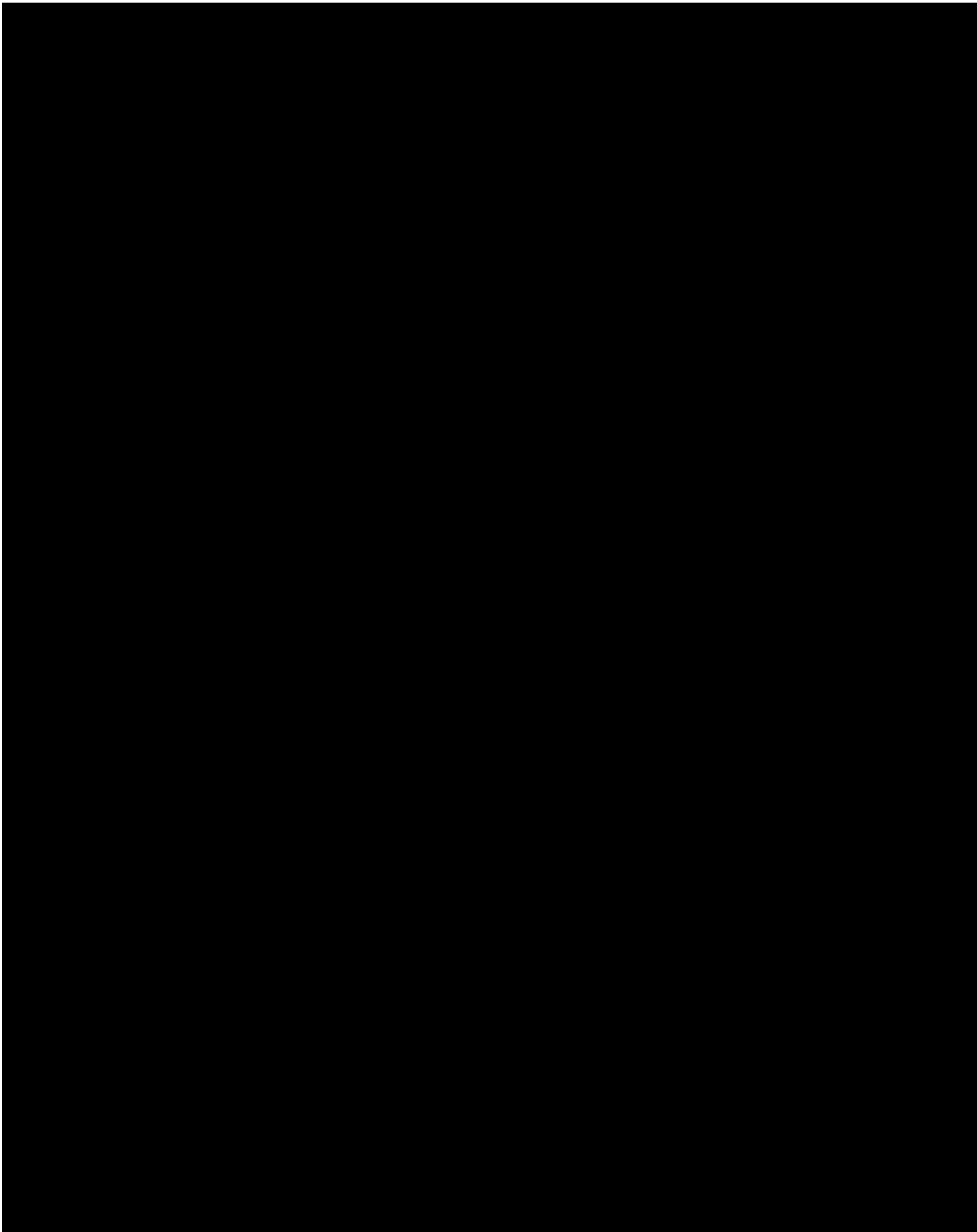
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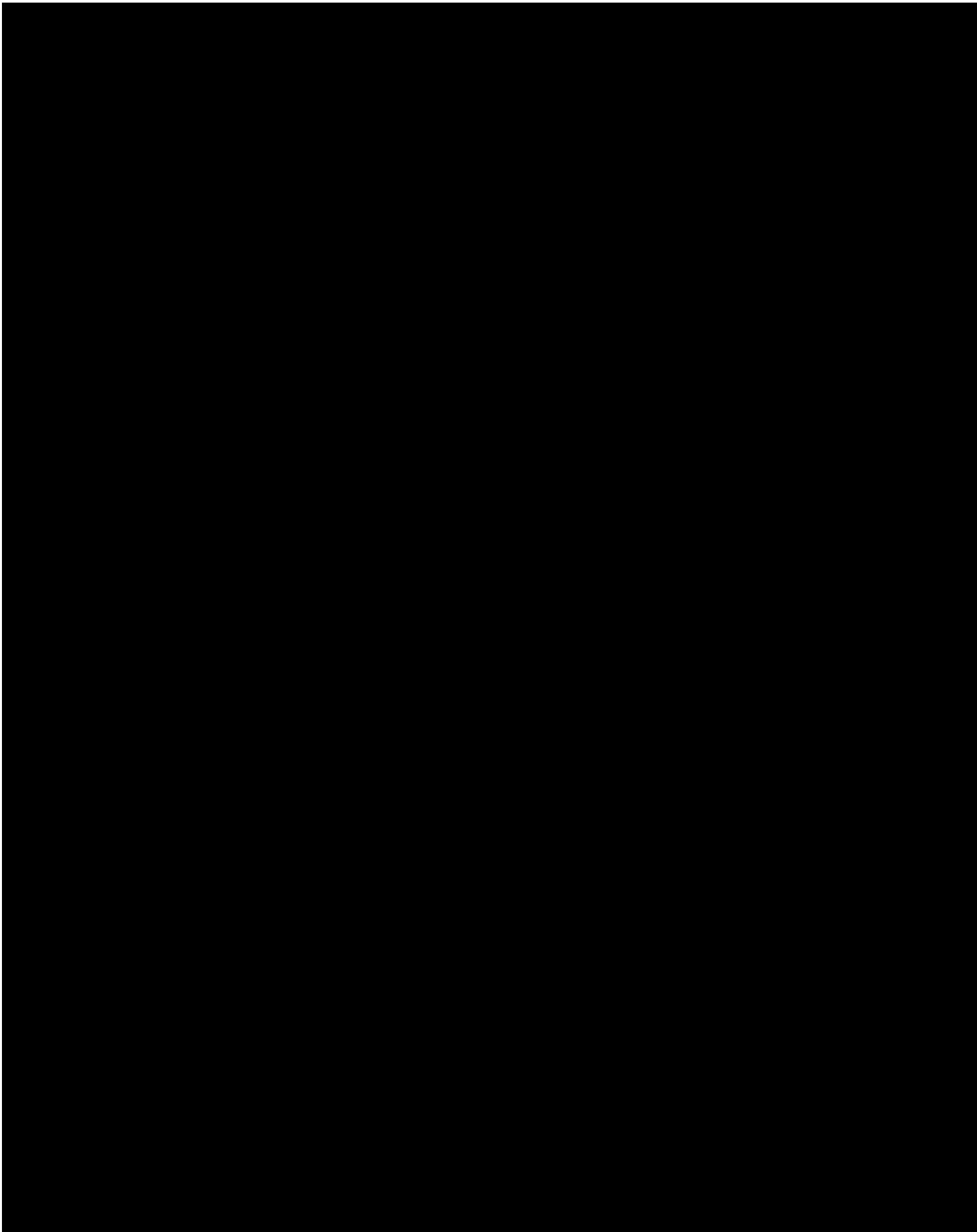
**33.31 - The Applicant's of Records Maintenance Requirements**

[REDACTED]

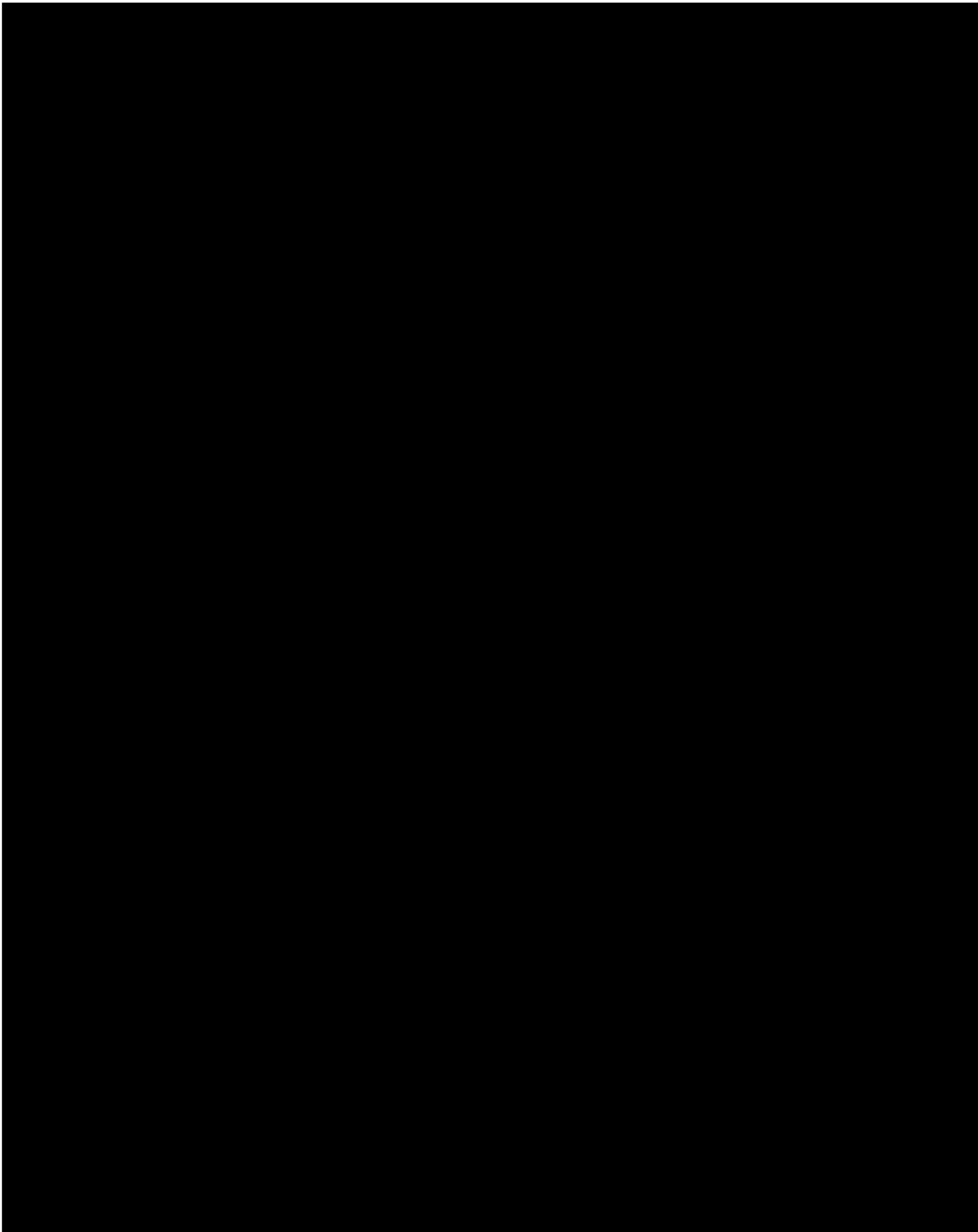
**33.32 - The Applicant's Verification to Provide Security Plan Documents Requested**

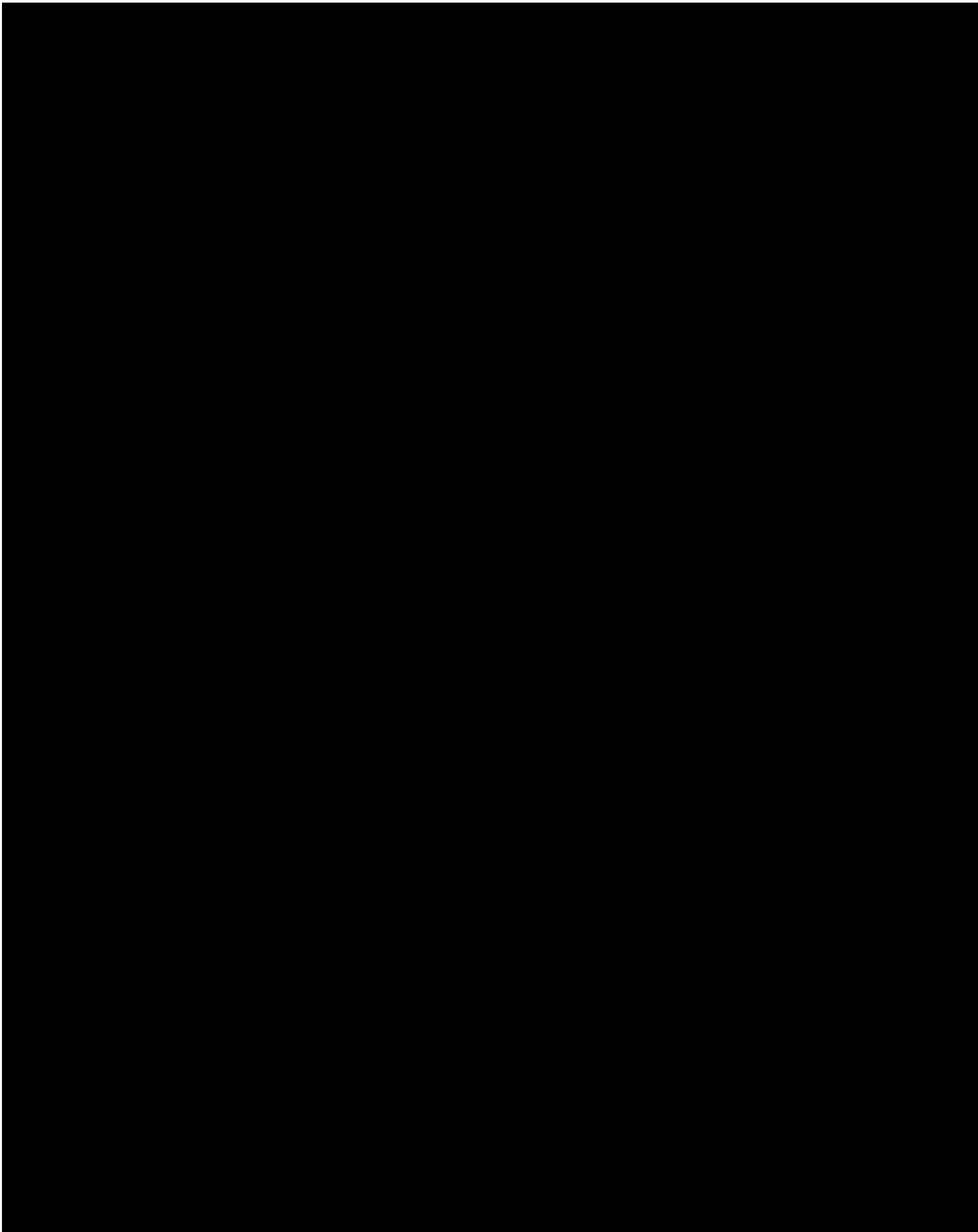
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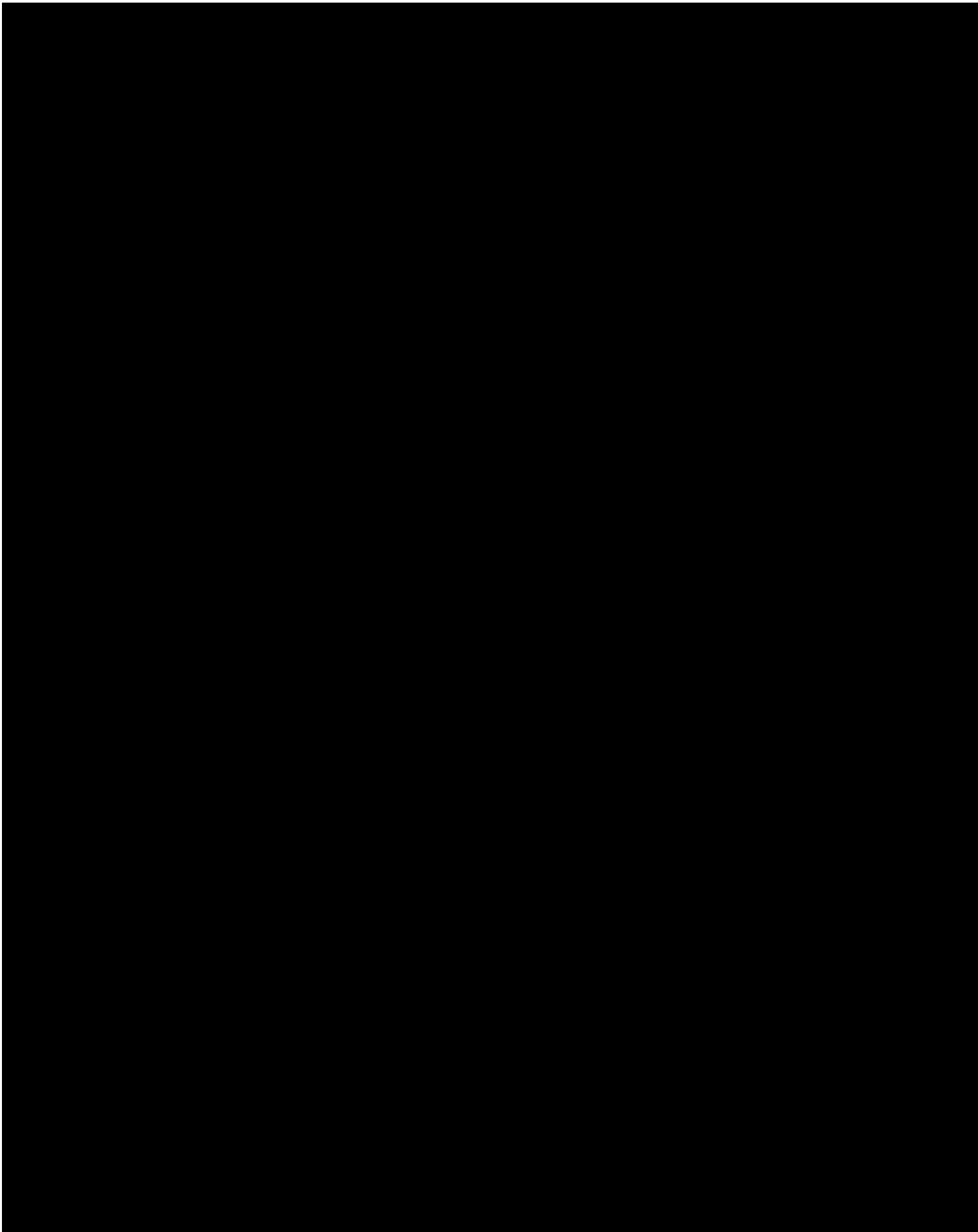












# Exhibit 34 – Personnel

The information redacted in this document contains personal information which is not subject to disclosure. Information has been redacted in this document because it is not subject to Alabama Open Records Act and/or any other applicable statute. Specifically, “[r]ecorded information received by a public officer in confidence, sensitive personnel records, pending criminal investigations, and records the disclosure of which would be detrimental to the best interests of the public” are not necessarily subject to disclosure. Personal identifiers of non-public employees can be redacted from public records. Op. Att’y Gen. Ala. No. 2006-134, 2006 Ala. AG LEXIS 97 (Aug. 17, 2006) (home addresses, telephone numbers, and marital status of individual may be removed from National Fire Incident Reporting Systems forms). Personal information, such as social security numbers, names of minor children, dates of birth, addresses of individuals, financial account numbers, marital status, medical information, confidential recommendations of employment, and drug or alcohol testing results can be redacted. *Graham v. Ala. State Emps. Ass’n*, 991 So. 2d 710, 719 (Ala. Civ. App. 2007). Redaction is permissible to prevent disclosure of irrelevant, sensitive, confidential, or private information. *Ex parte Liberty Mut. Ins. Co.*, 92 So. 3d 90,103-04 (Ala. Civ. App. 2012). Statutory and judicially created exceptions to the Open Records Act protect an individual’s privacy and privileged information. *Allen v. Barksdale*, 32 So. 3d 1264, 1274 (Ala. 2009).

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## Verification


**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
  
1A206EB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**FORM G: PERSONNEL ROSTER & VERIFICATION**

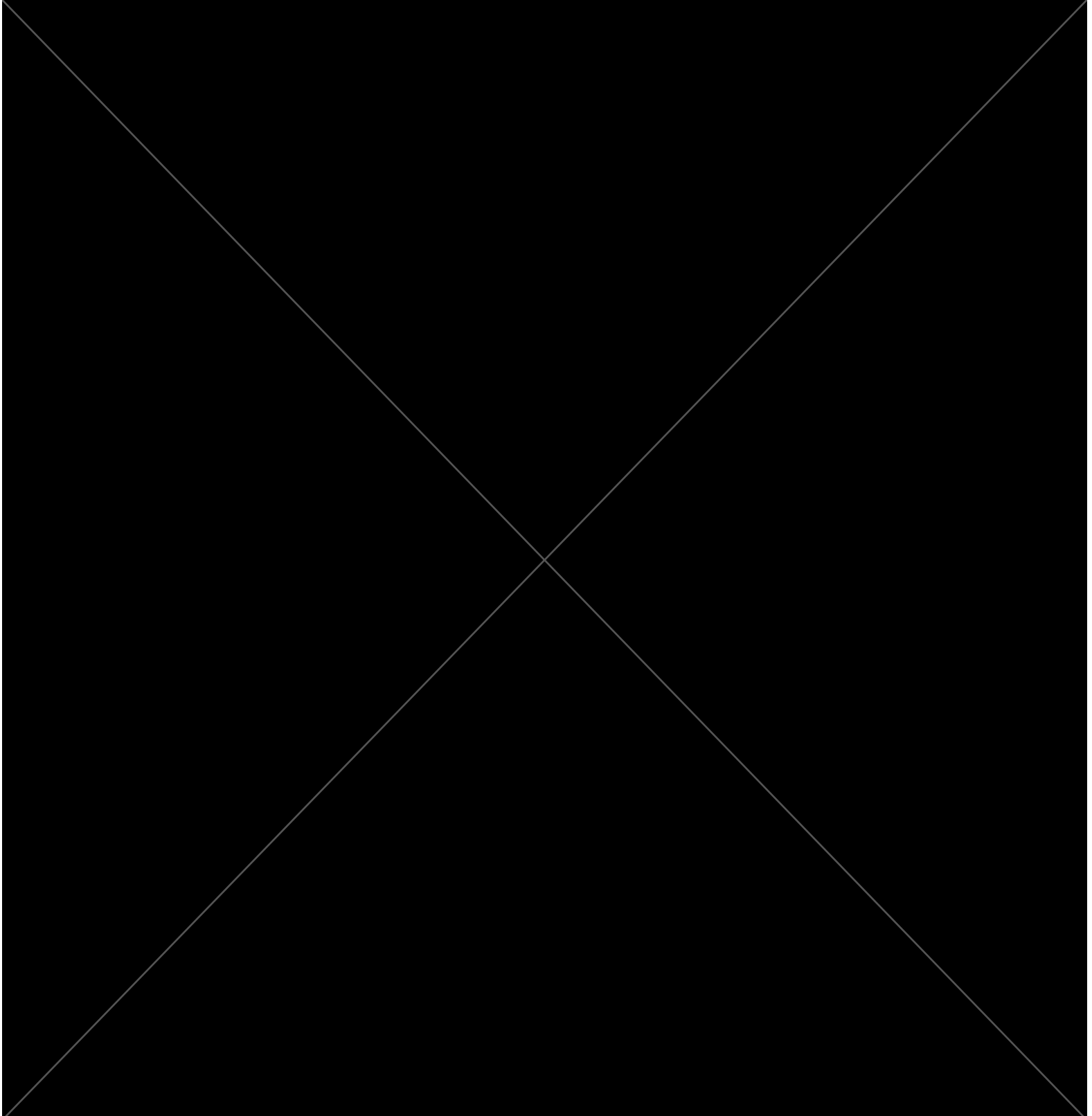
Alabama Always LLC

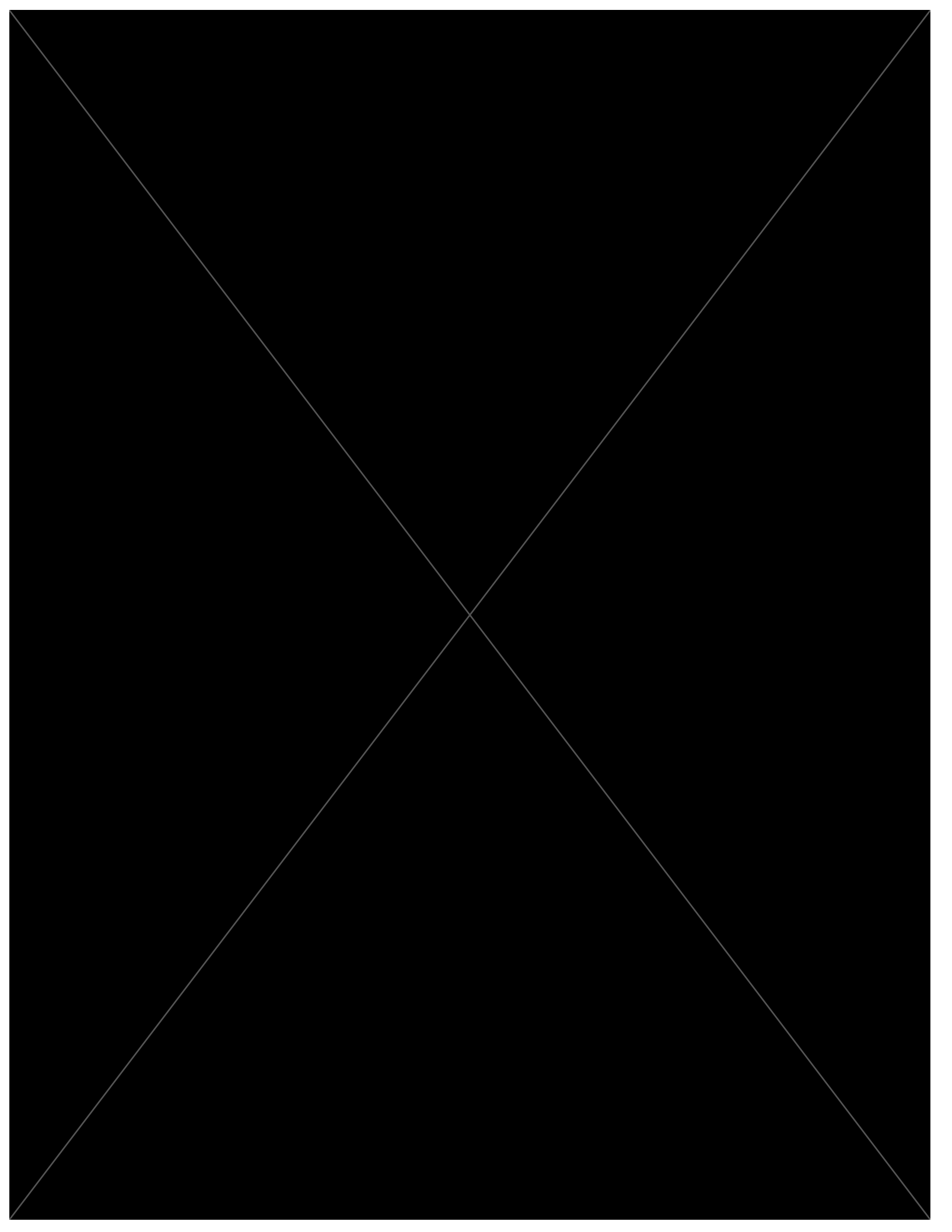
Integrated Facility

Business License Applicant Name

License Type

*Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.*





**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

Michael Bruce

President

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461...

\_\_\_\_\_  
Signature of Verifying Individual

12/30/2022

\_\_\_\_\_  
Verification Date

# Exhibit 35 – Business Leadership Credentials

The contents of this document are redacted because they contain proprietary information regarding this Applicant’s marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a “trade secret” is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant’s marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* (“Trade Secret Act”).

## Verification


**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
  
1A206EB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**



**PART VII. – PERSONNEL**

**Exhibit 35 – Business Leadership Credentials.**

**35.1 Curriculum Vitae for key business leaders**

[Redacted content]

[Redacted text block containing multiple lines of blacked-out content]

[Redacted text block containing multiple lines of blacked-out content]

[Redacted text block containing multiple lines of blacked-out content]

[Redacted text block]

[Redacted text block]

[Redacted text block]

- [Redacted list item]

- [Redacted list item]

[REDACTED]

- 35.2 – A detailed explanation of the role each leader, certified dispenser, scientist, businessperson, or engineer is to have in the operation of each facility.

[REDACTED]

[REDACTED]

[REDACTED]

- 35.3 – A 5-year hiring plan for its employees, identifying the types, positions, required education, required experience, and expected roles of such personnel.

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[REDACTED]

[REDACTED]

[REDACTED]

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



# Exhibit 36 - Employee Handbook

The contents of this document are redacted because they contain proprietary information regarding this Applicant's marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a "trade secret" is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant's marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* ("Trade Secret Act").

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Michael Bruce

President

**Printed Name of Verifying Individual**

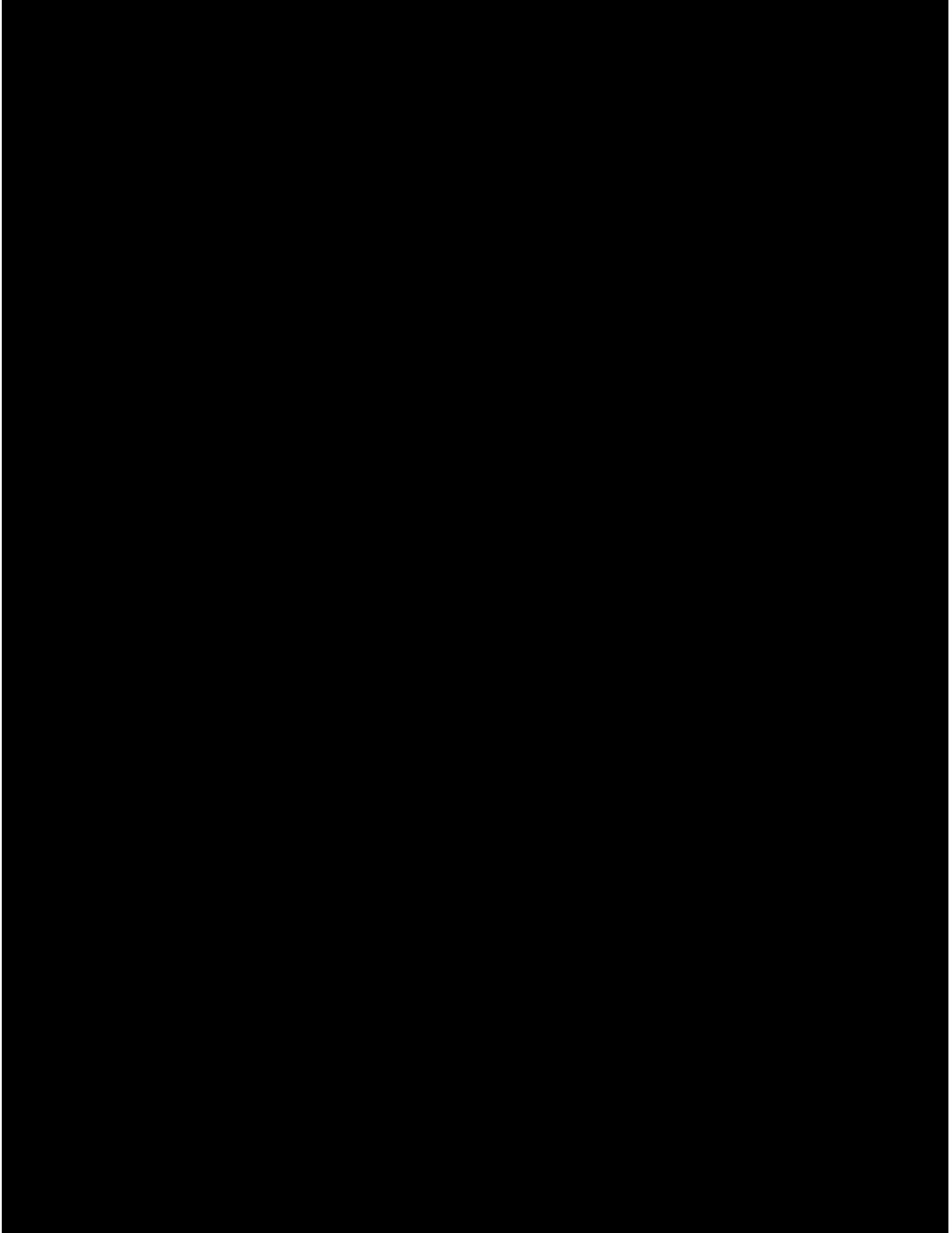
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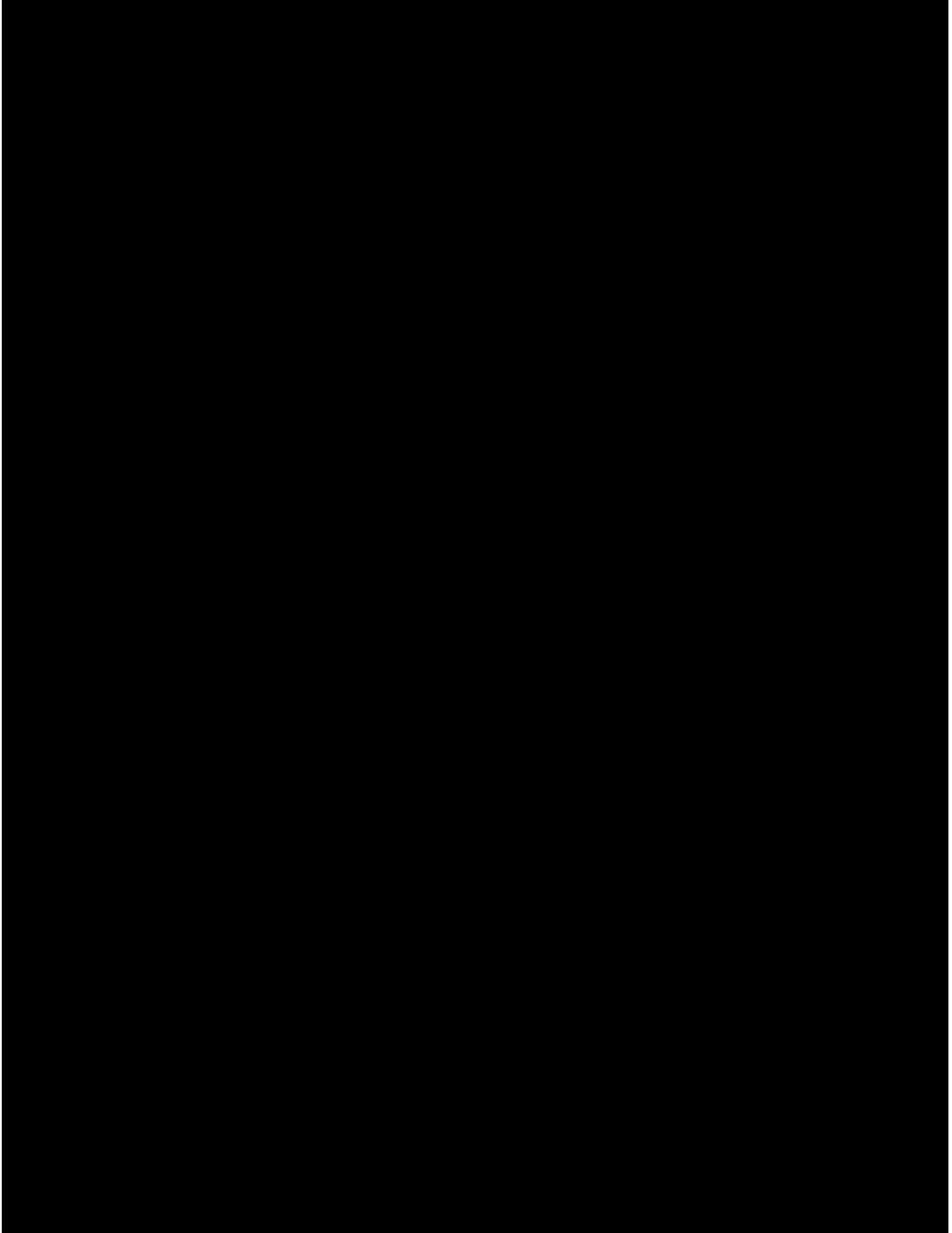
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*Michael Bruce*  
1A206EB8214B461

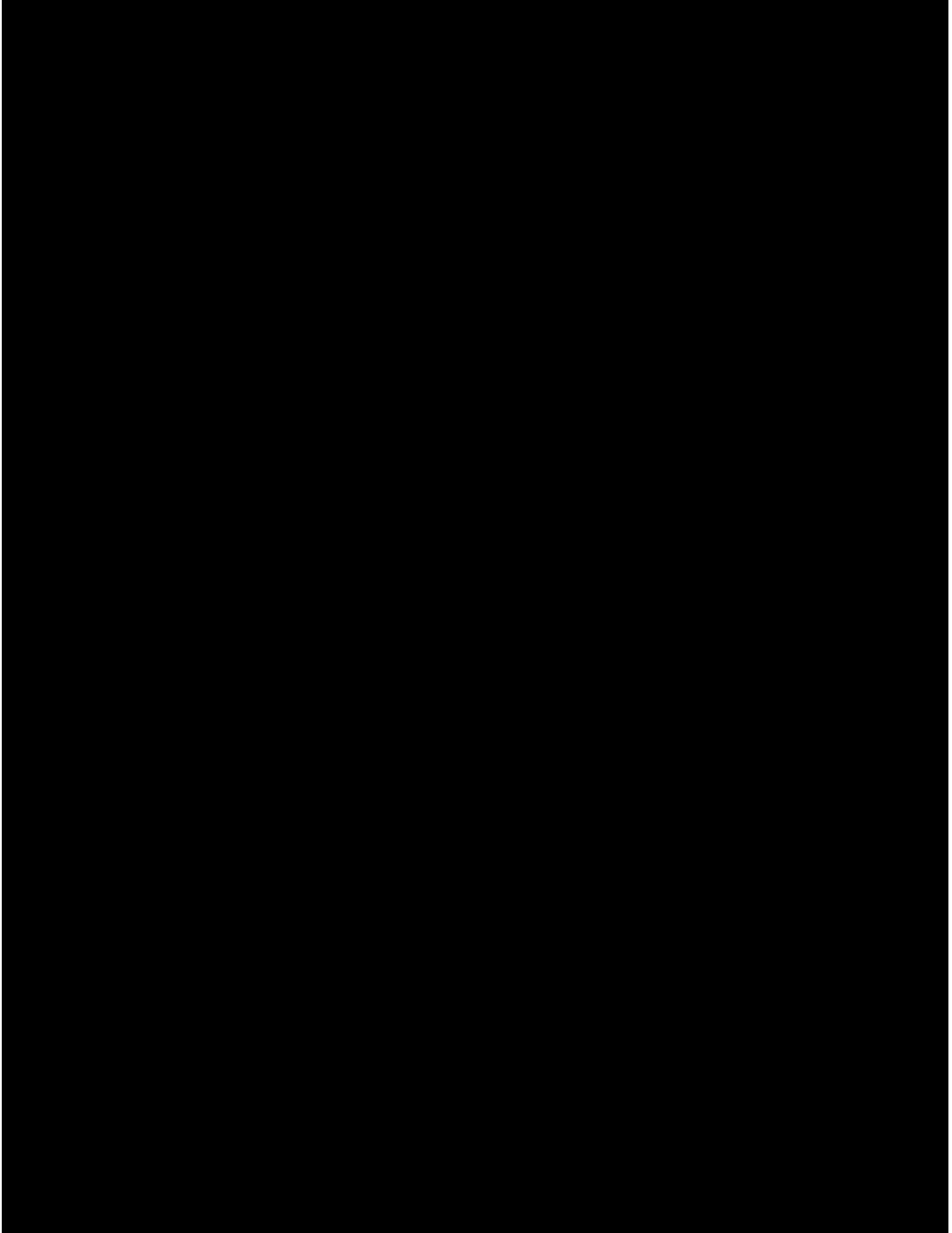
12/30/22

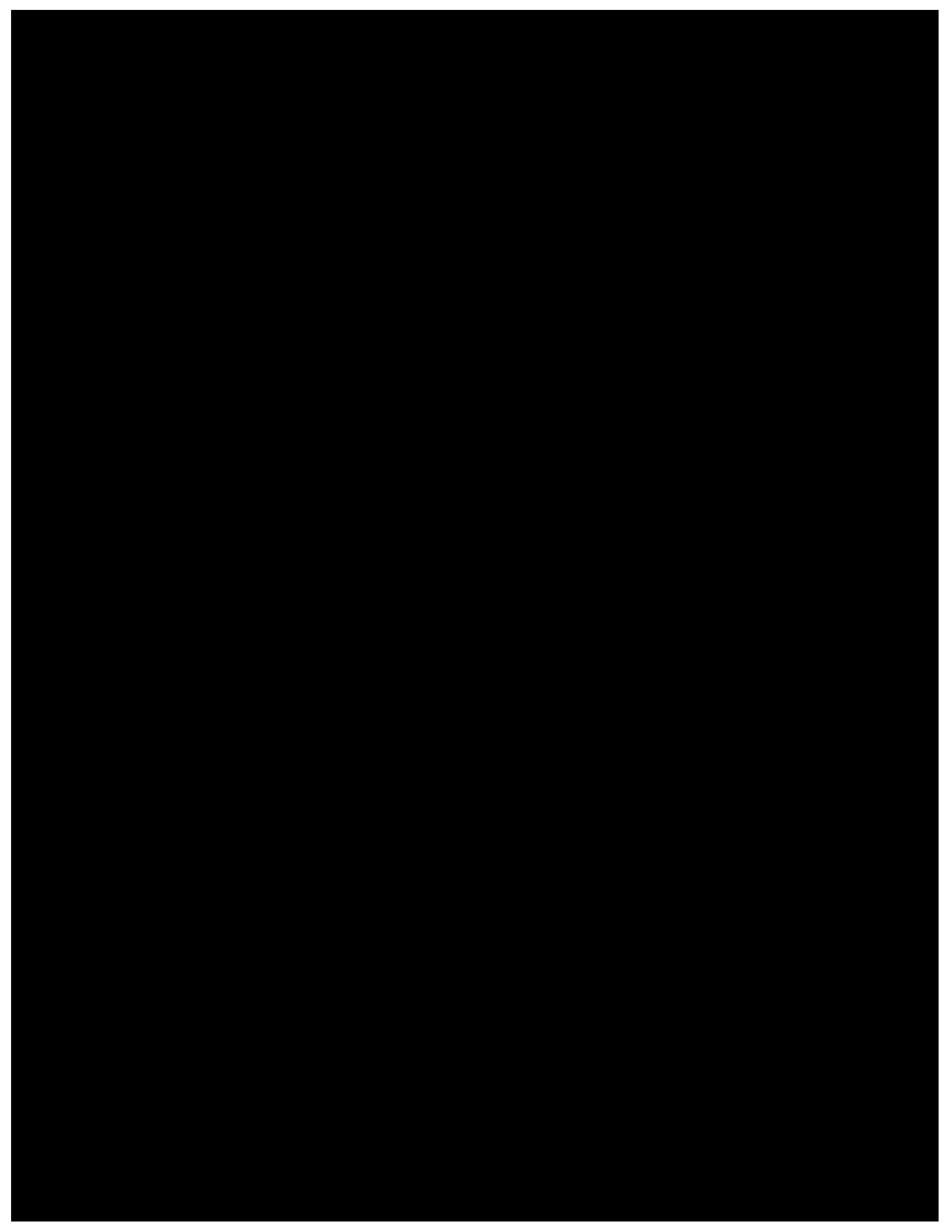
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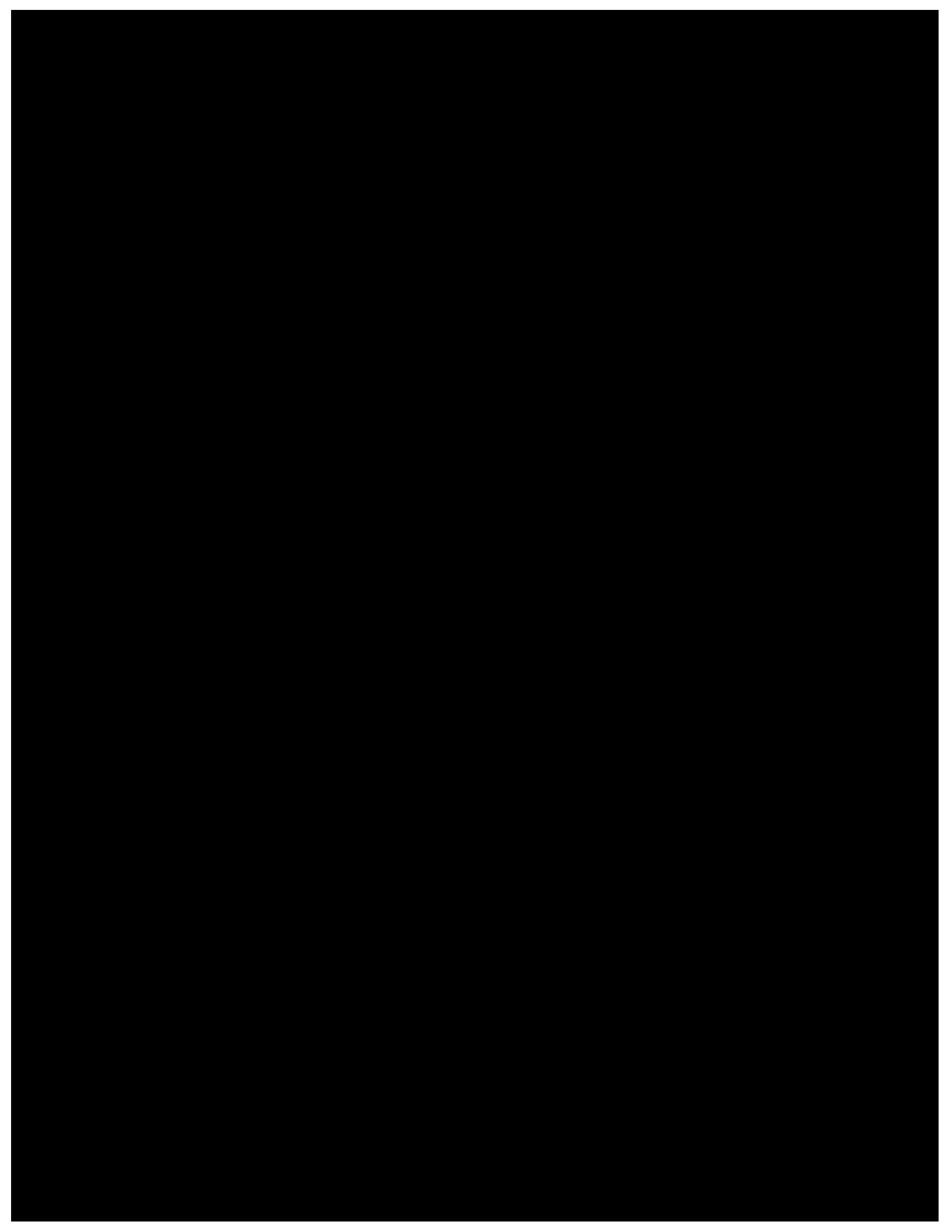
**Verification Date**



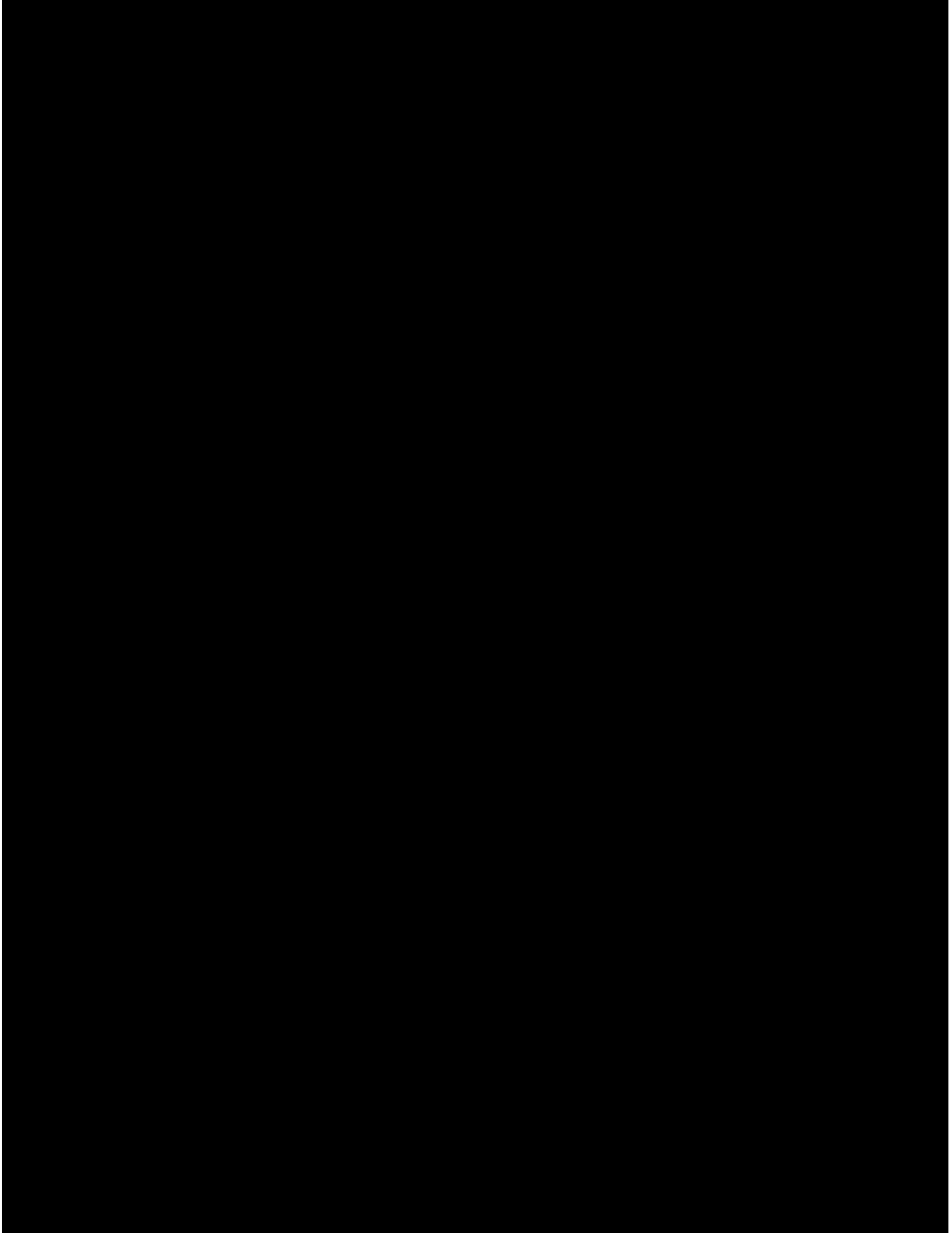


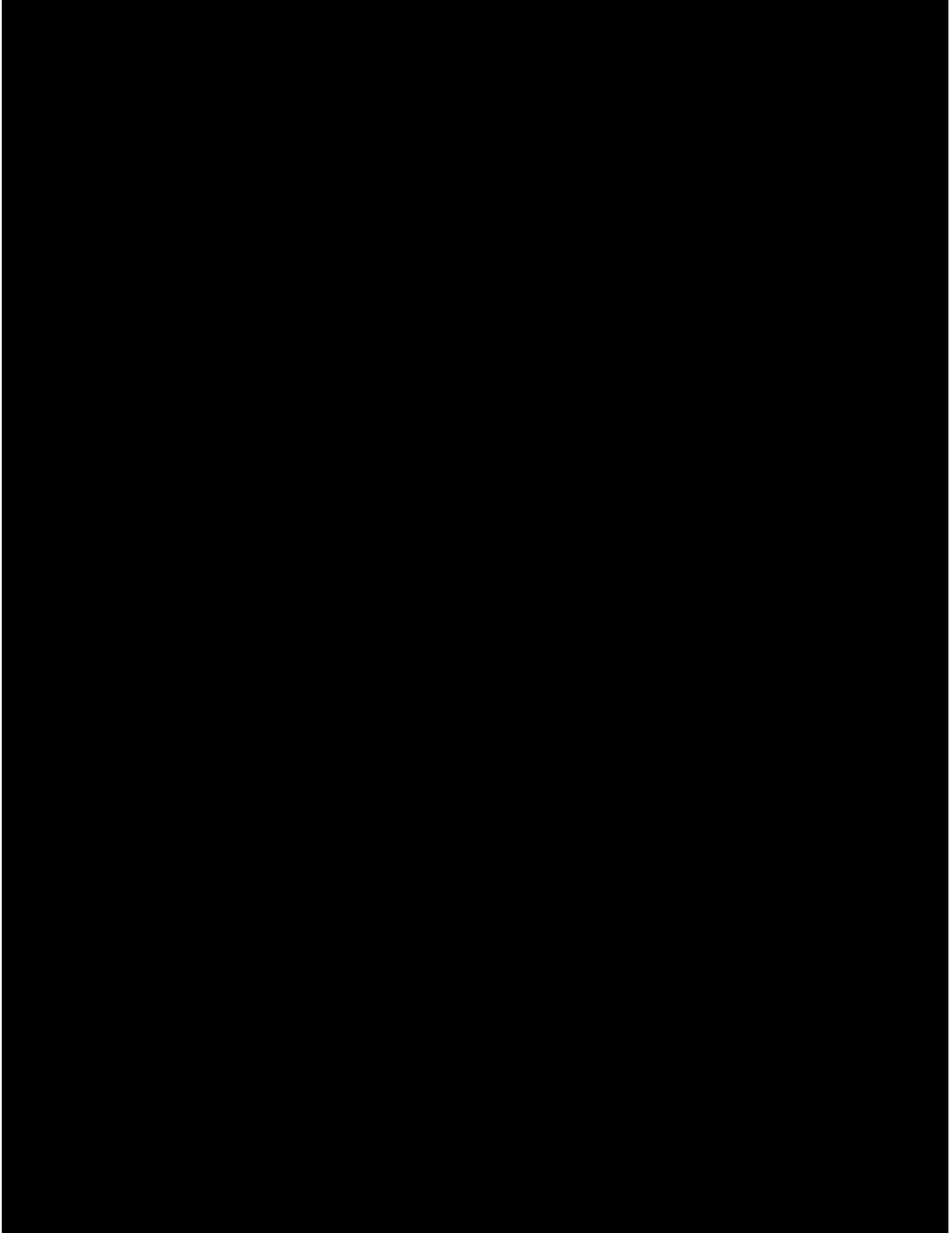


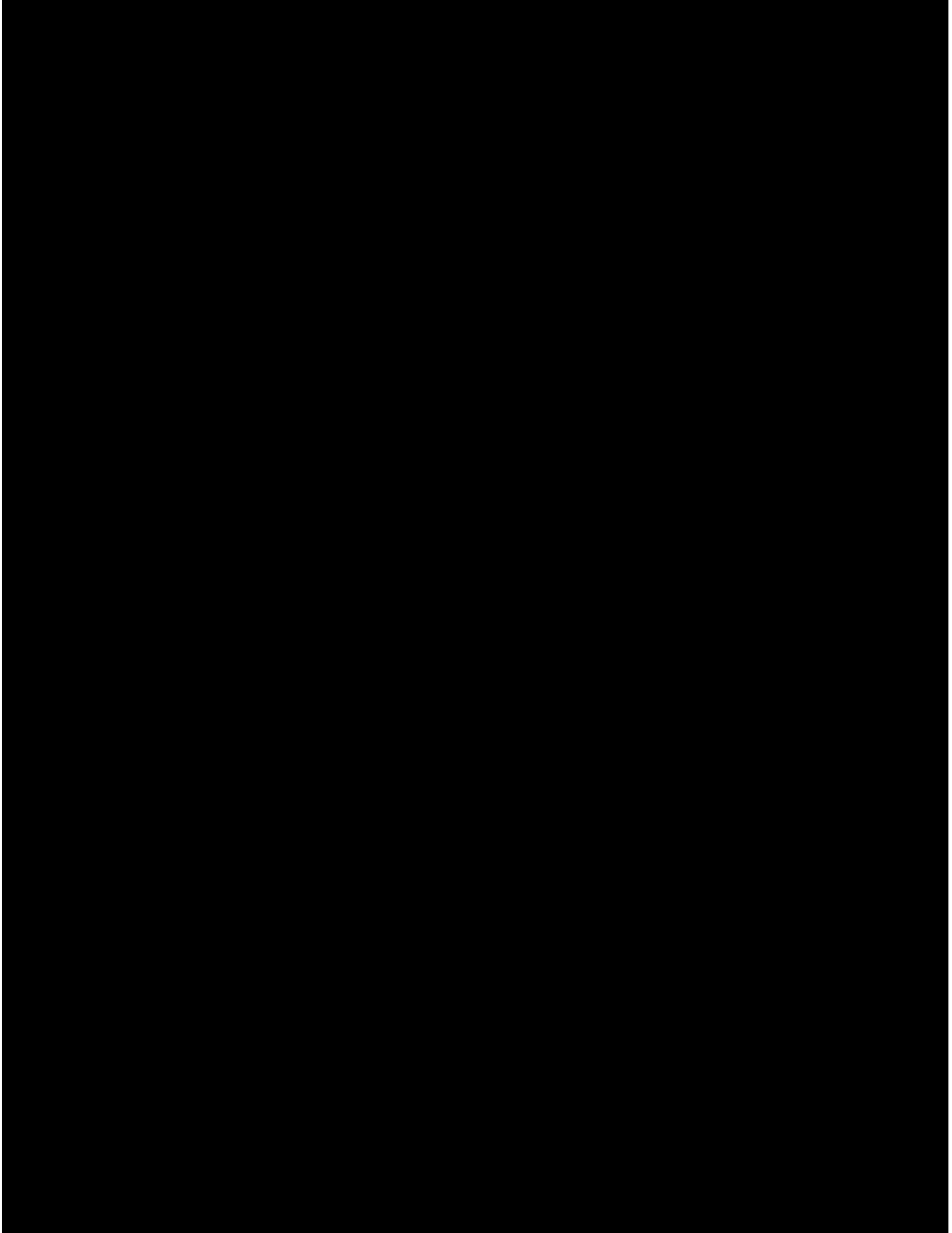


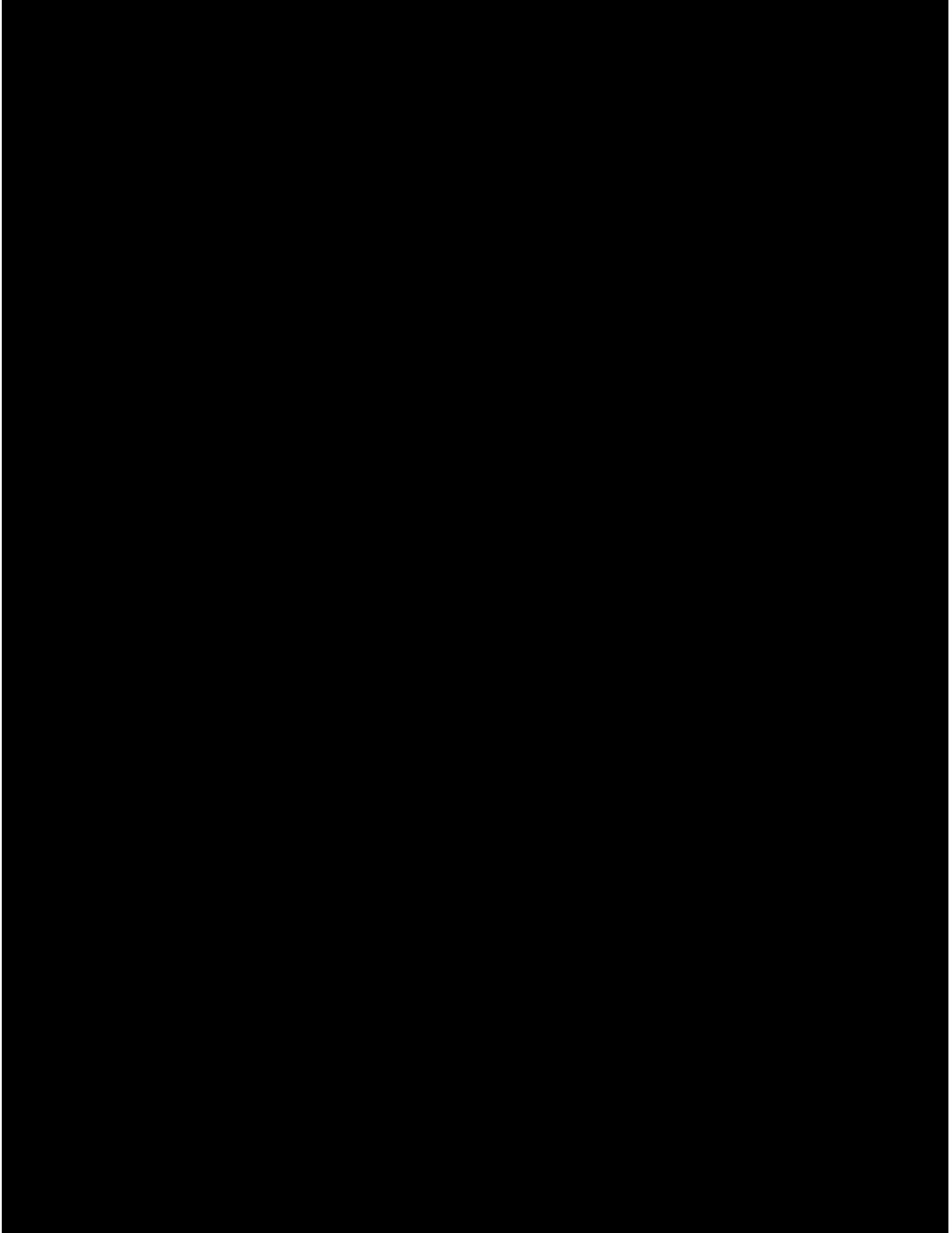


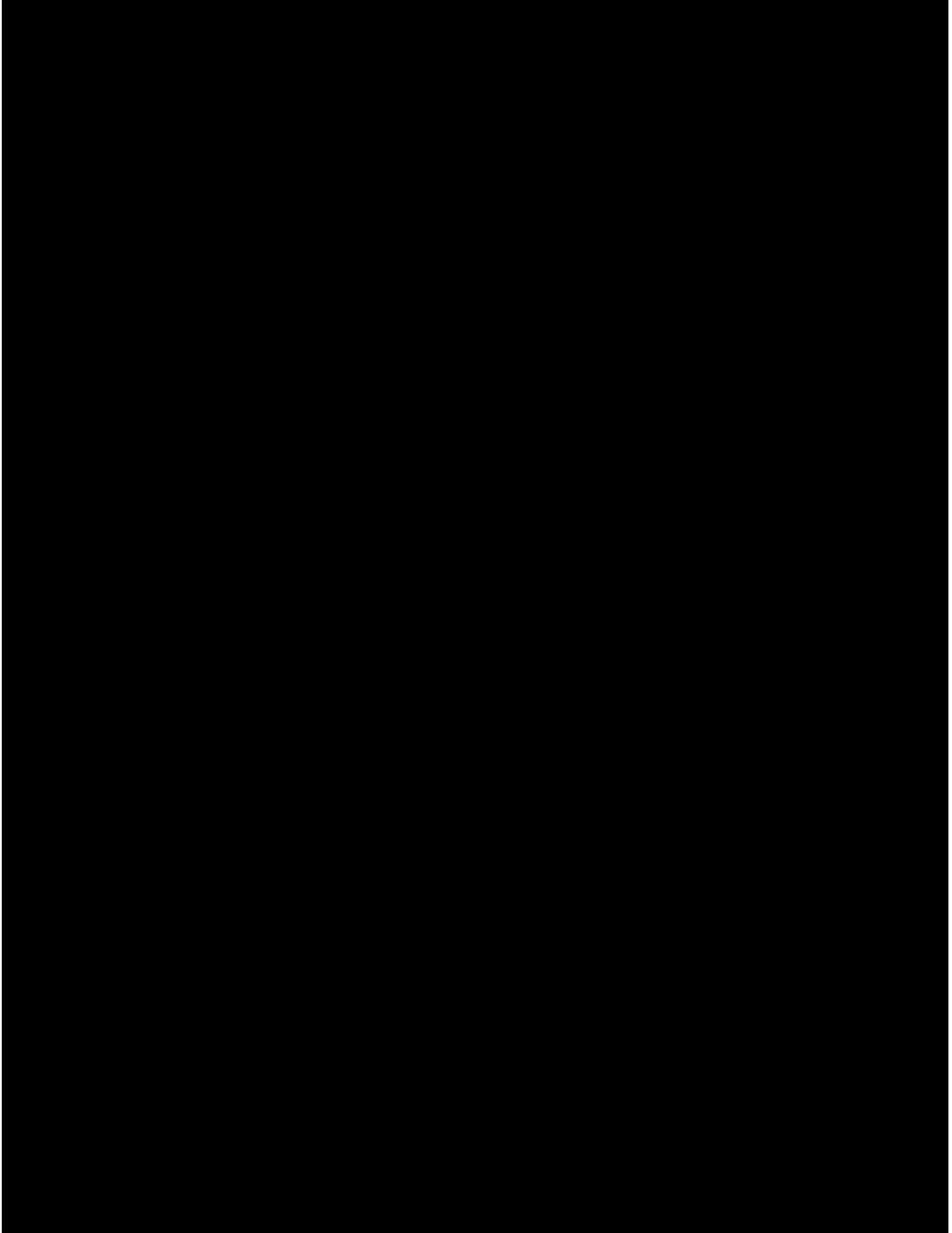


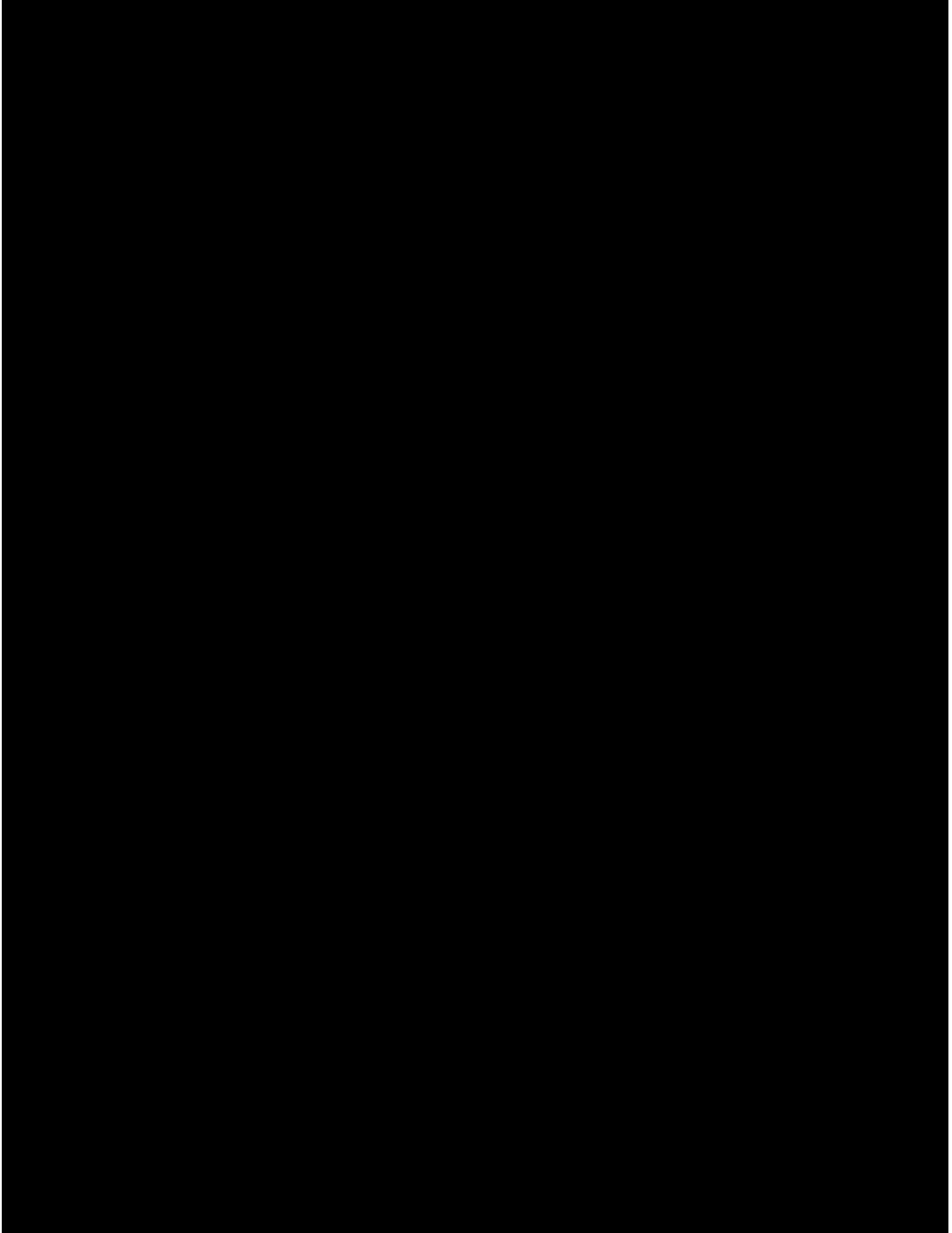


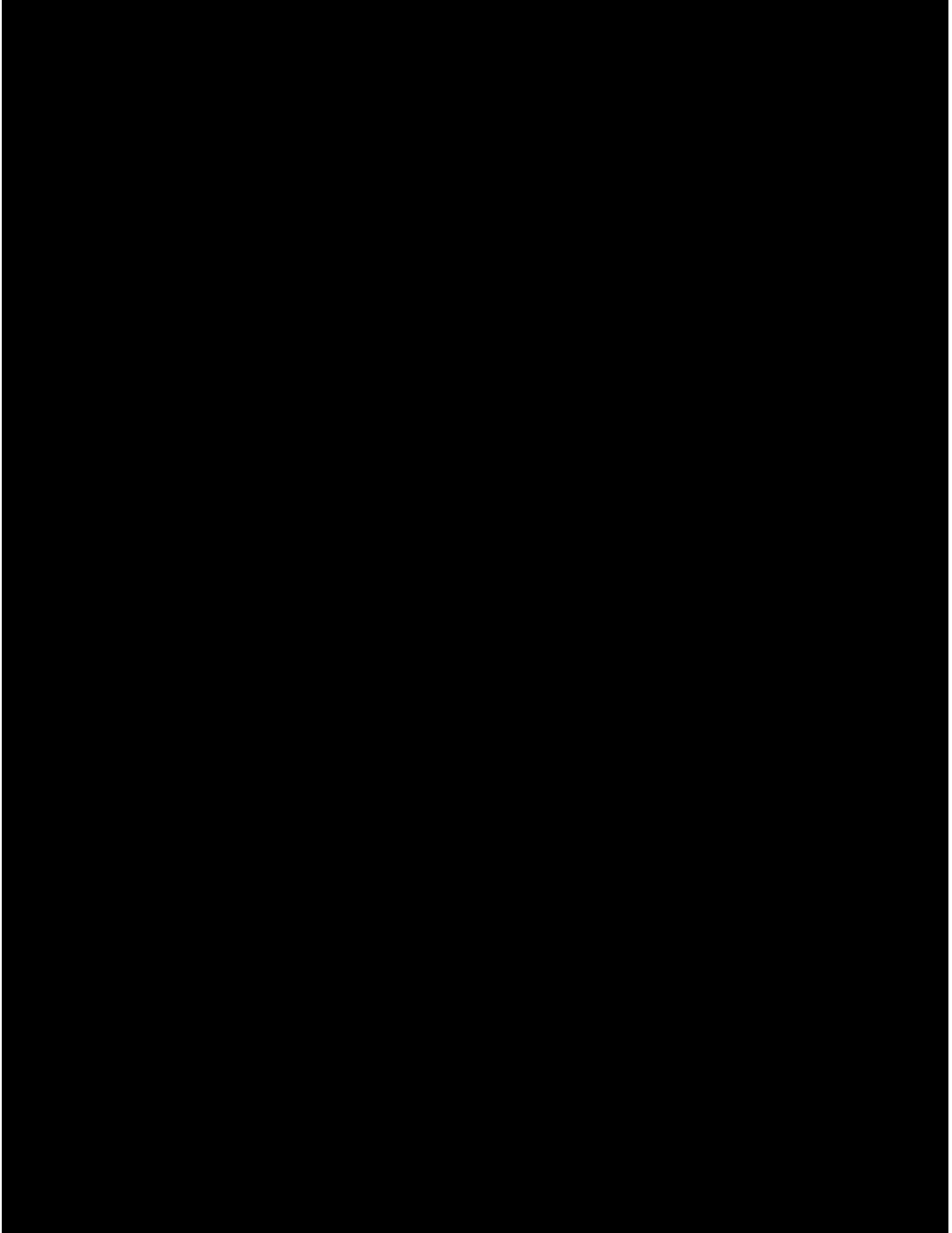


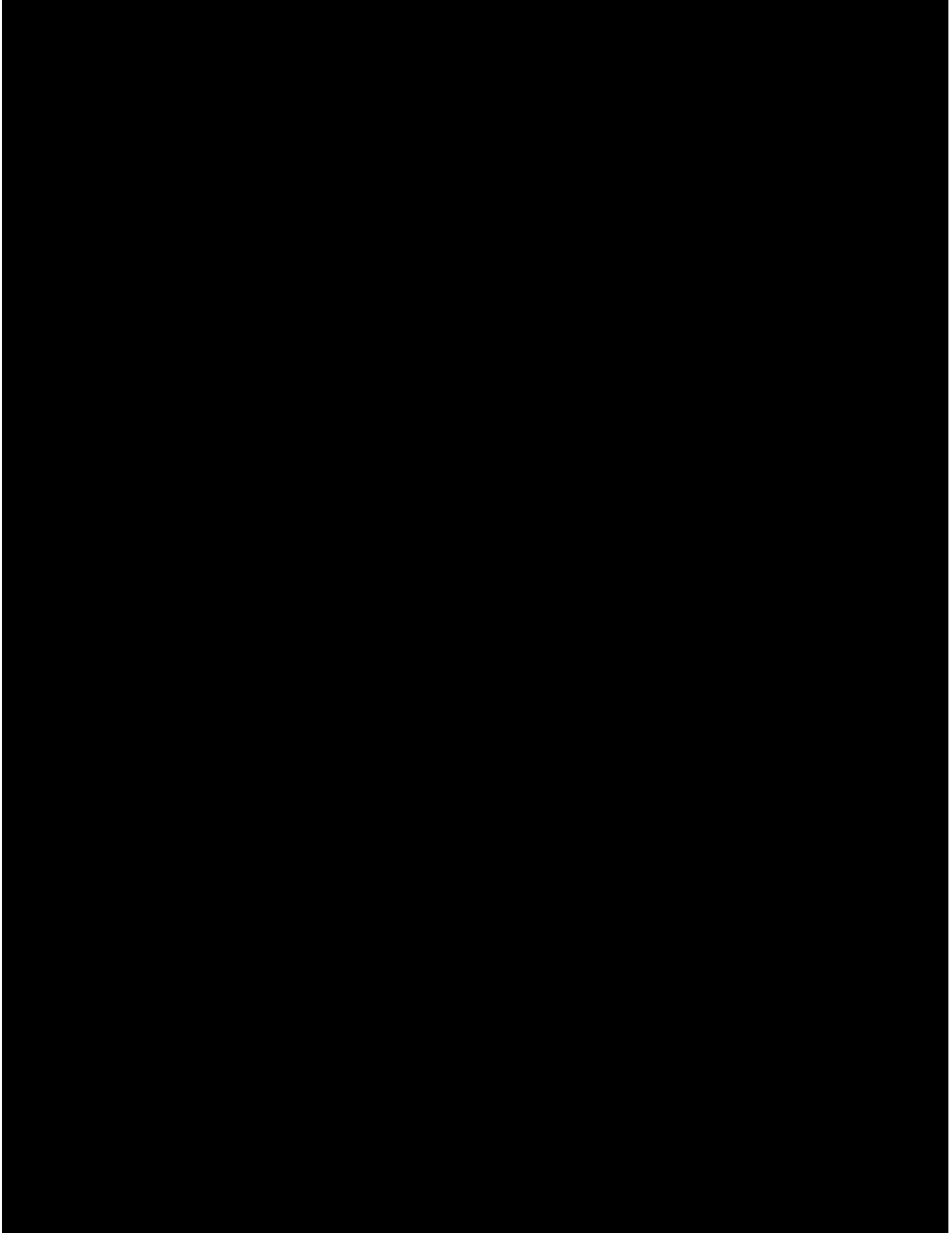




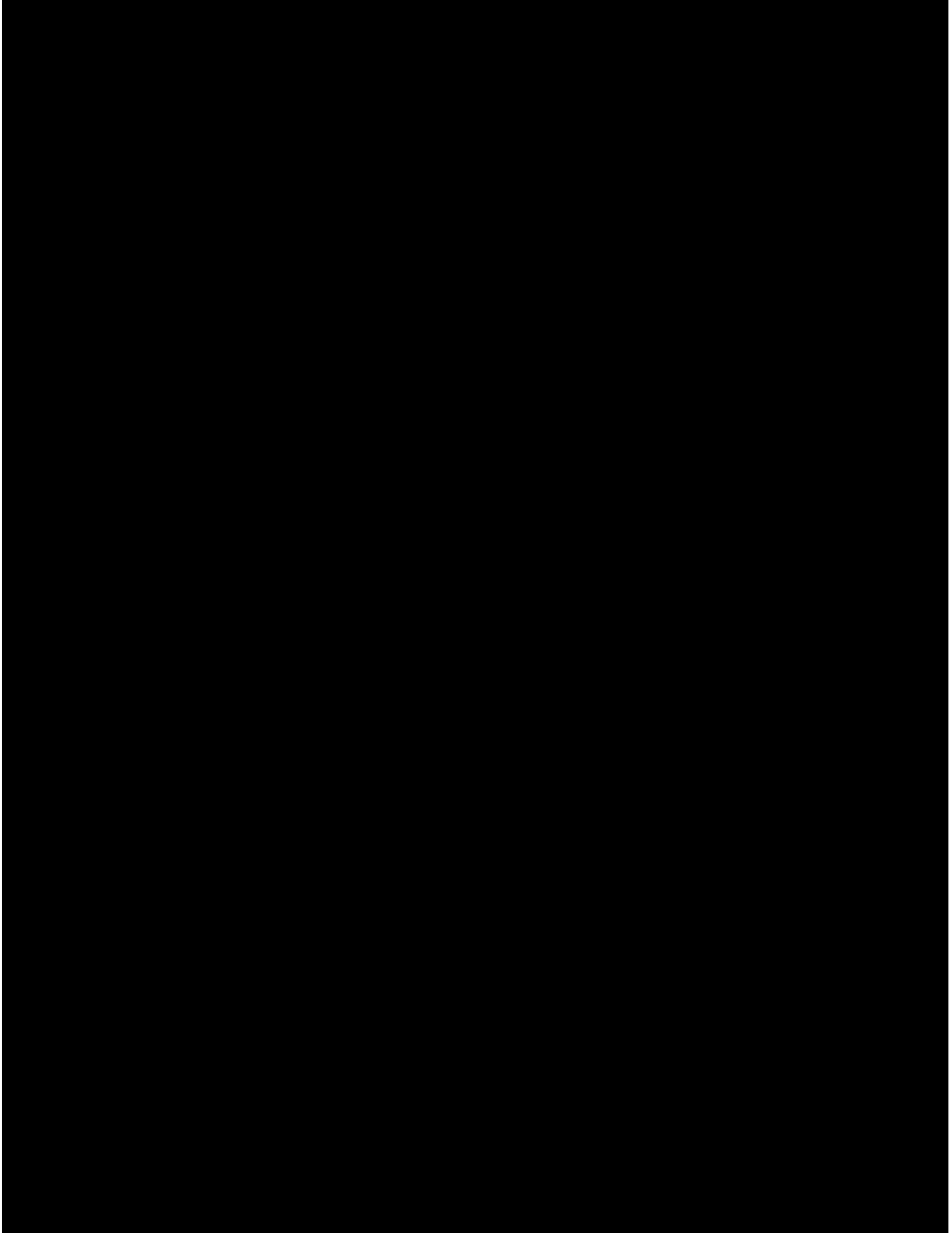


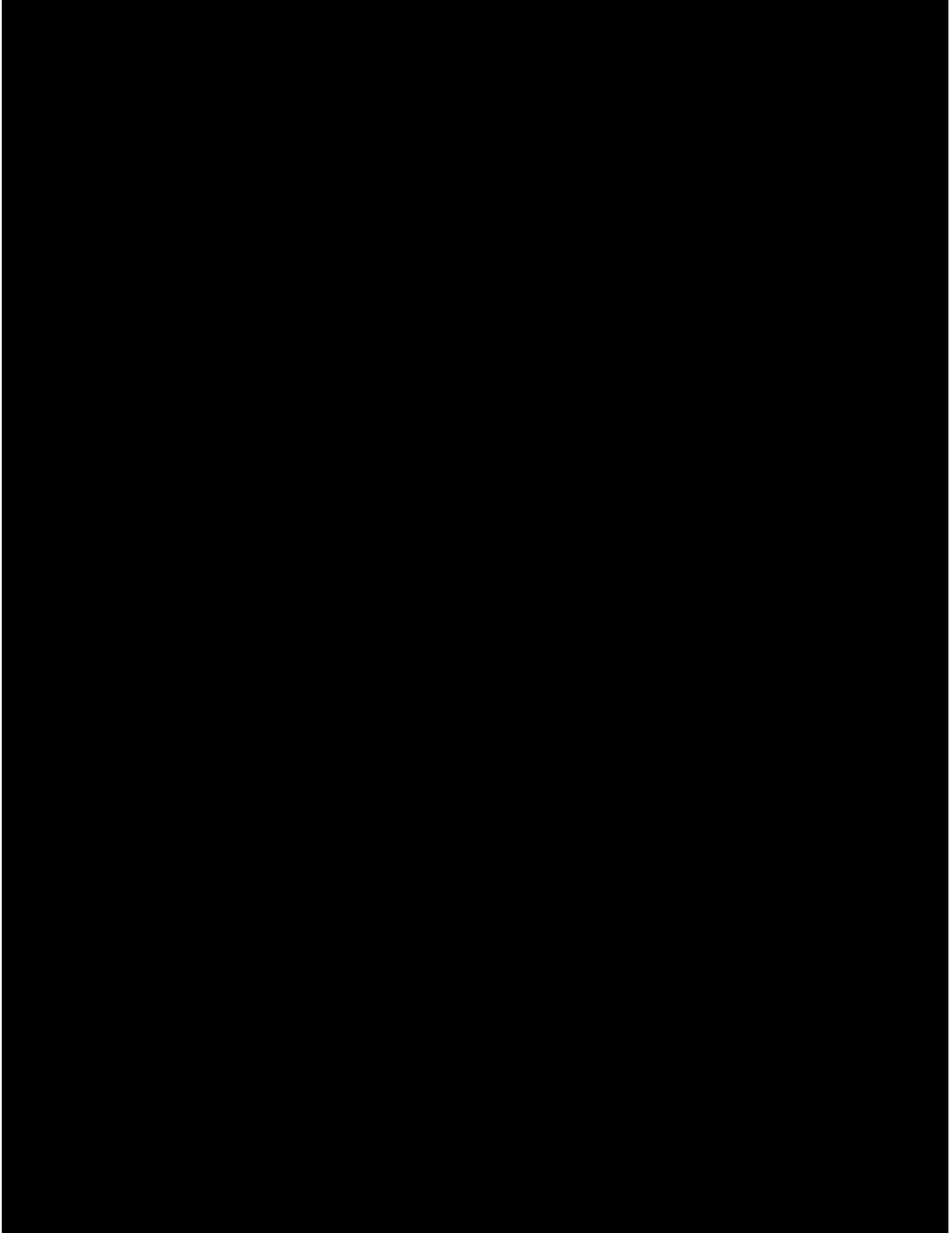


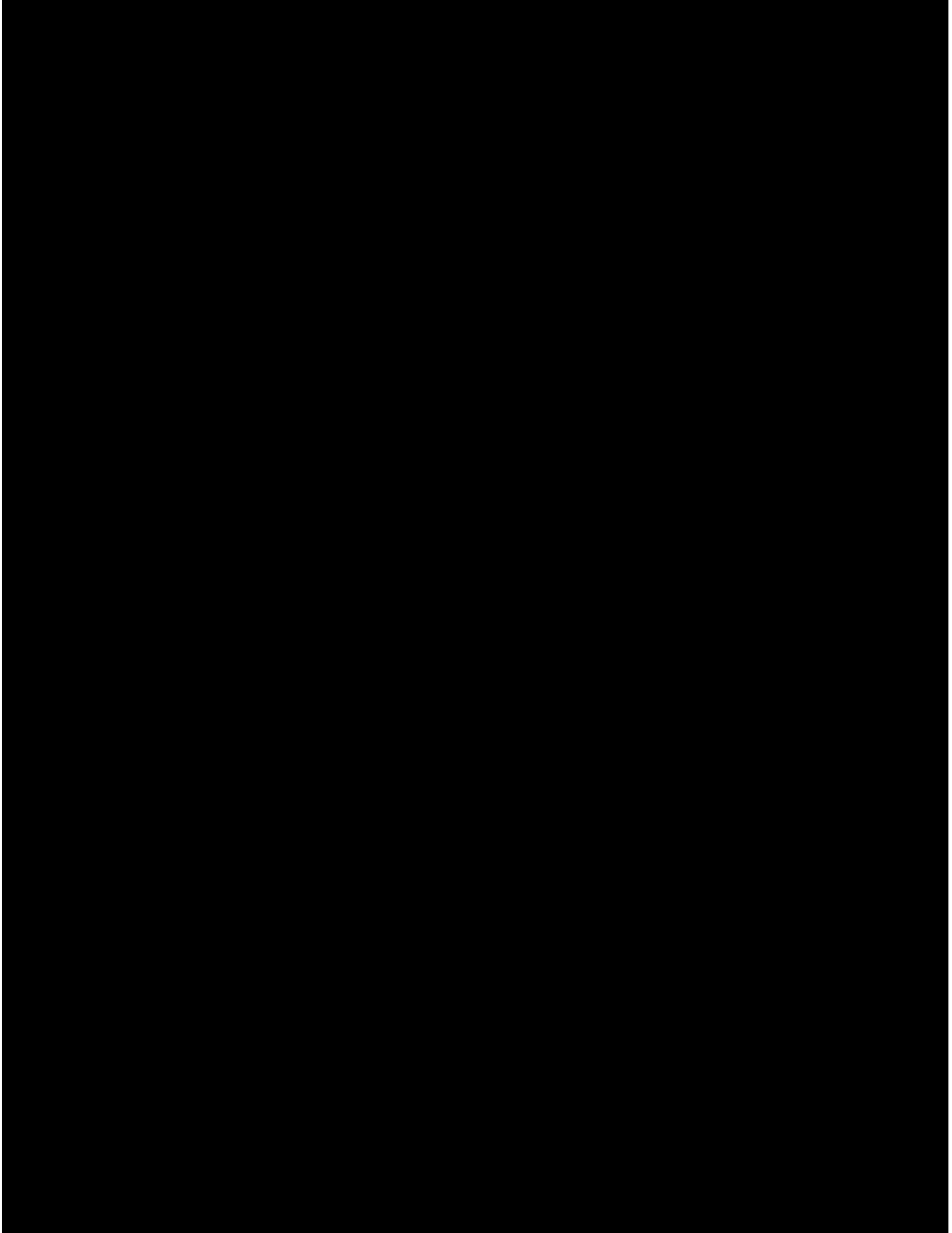


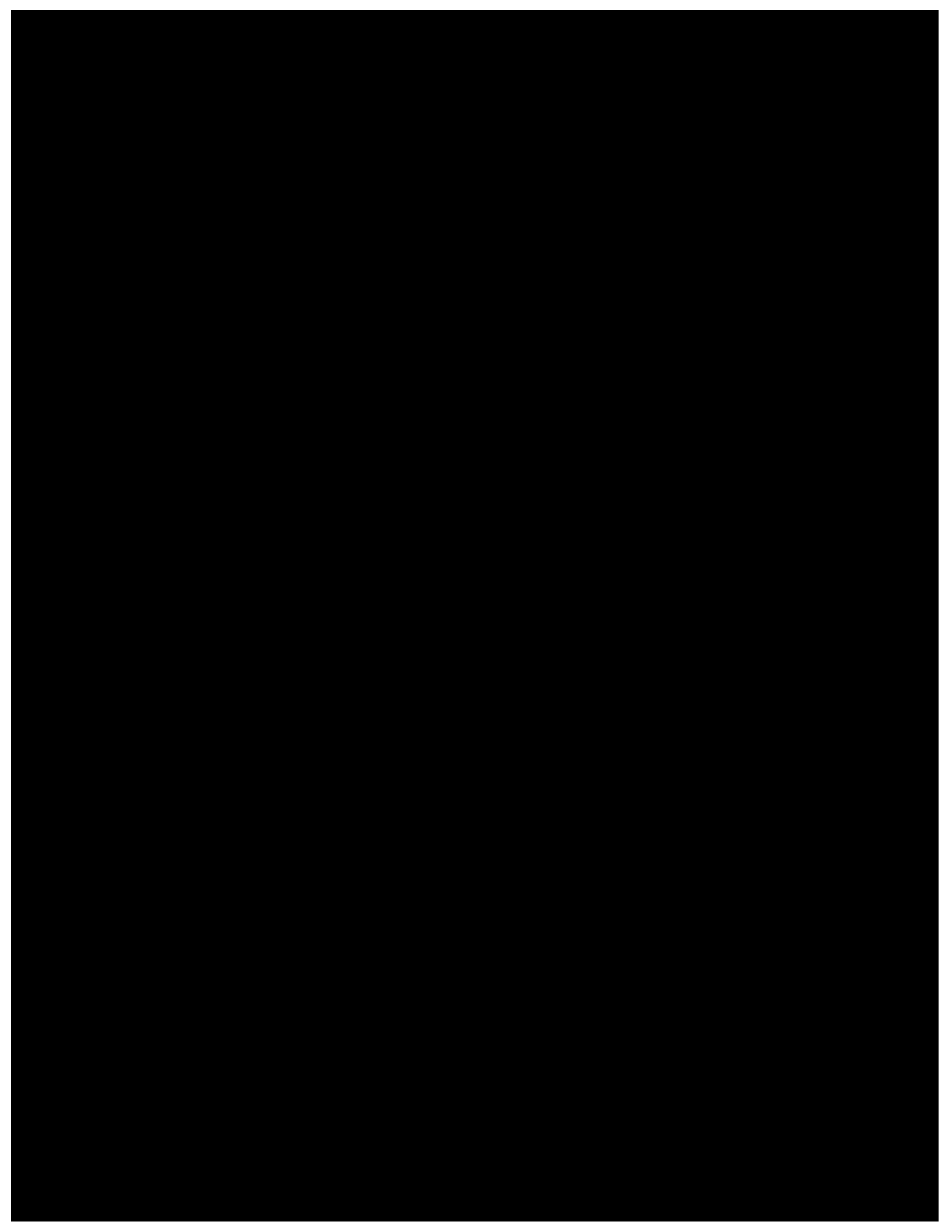


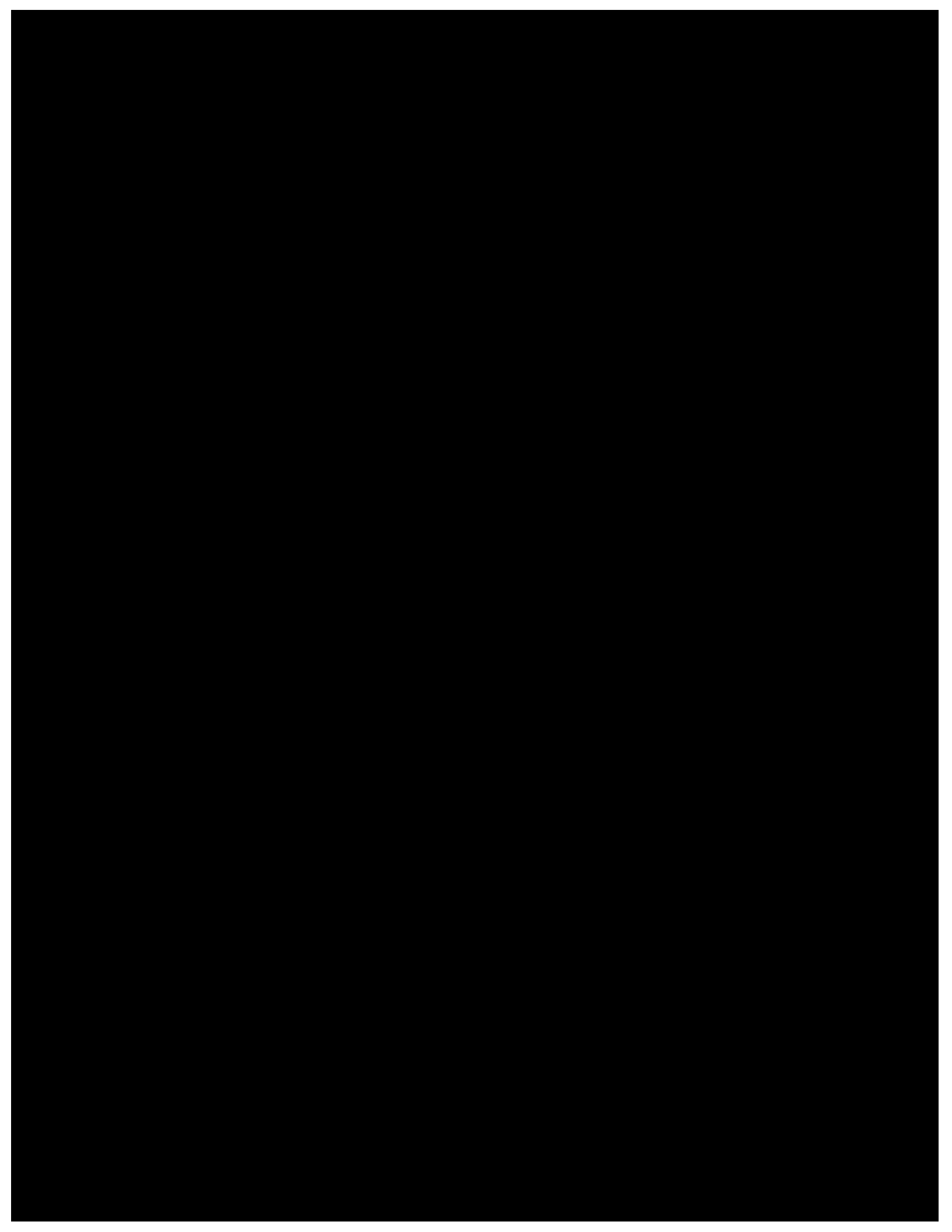


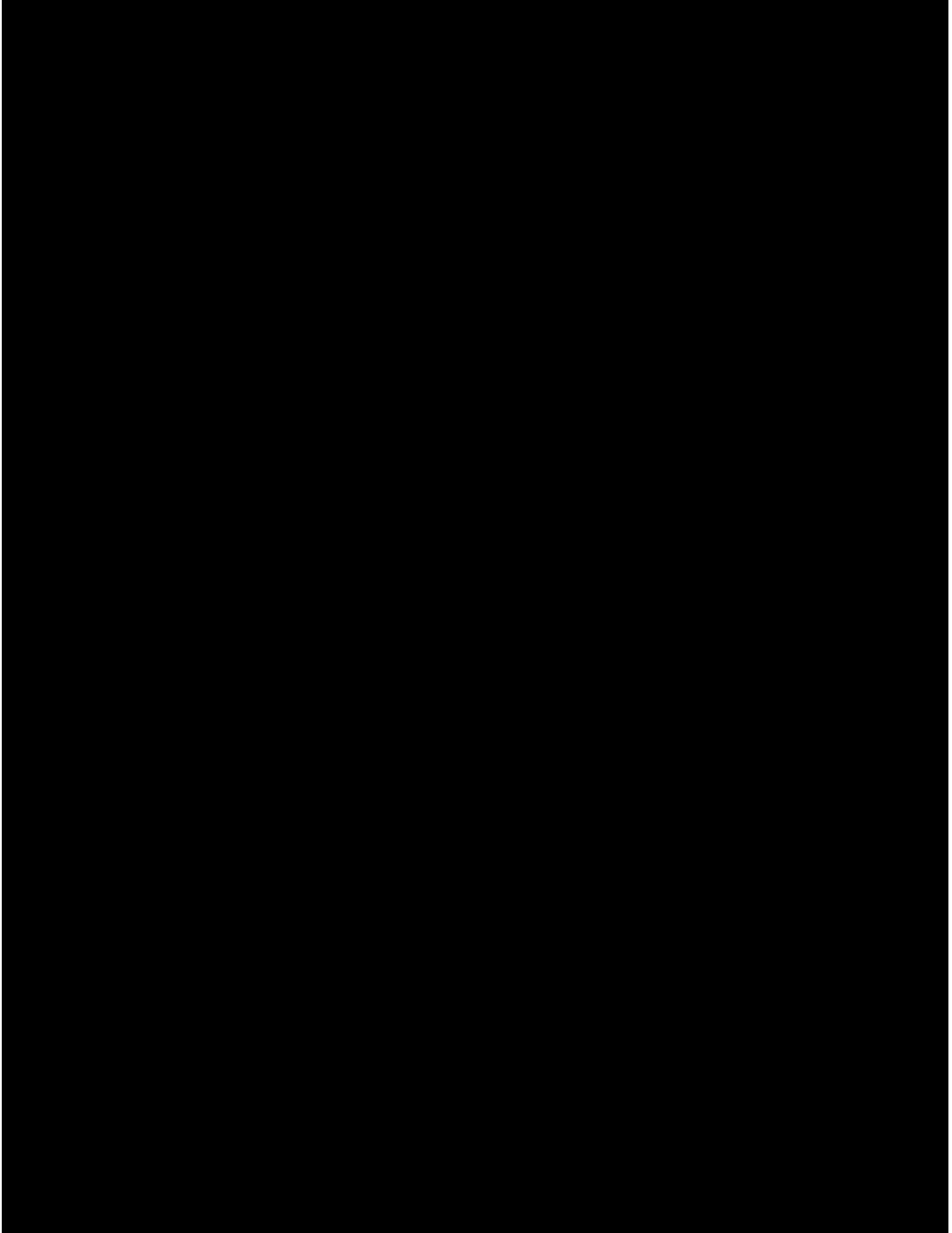


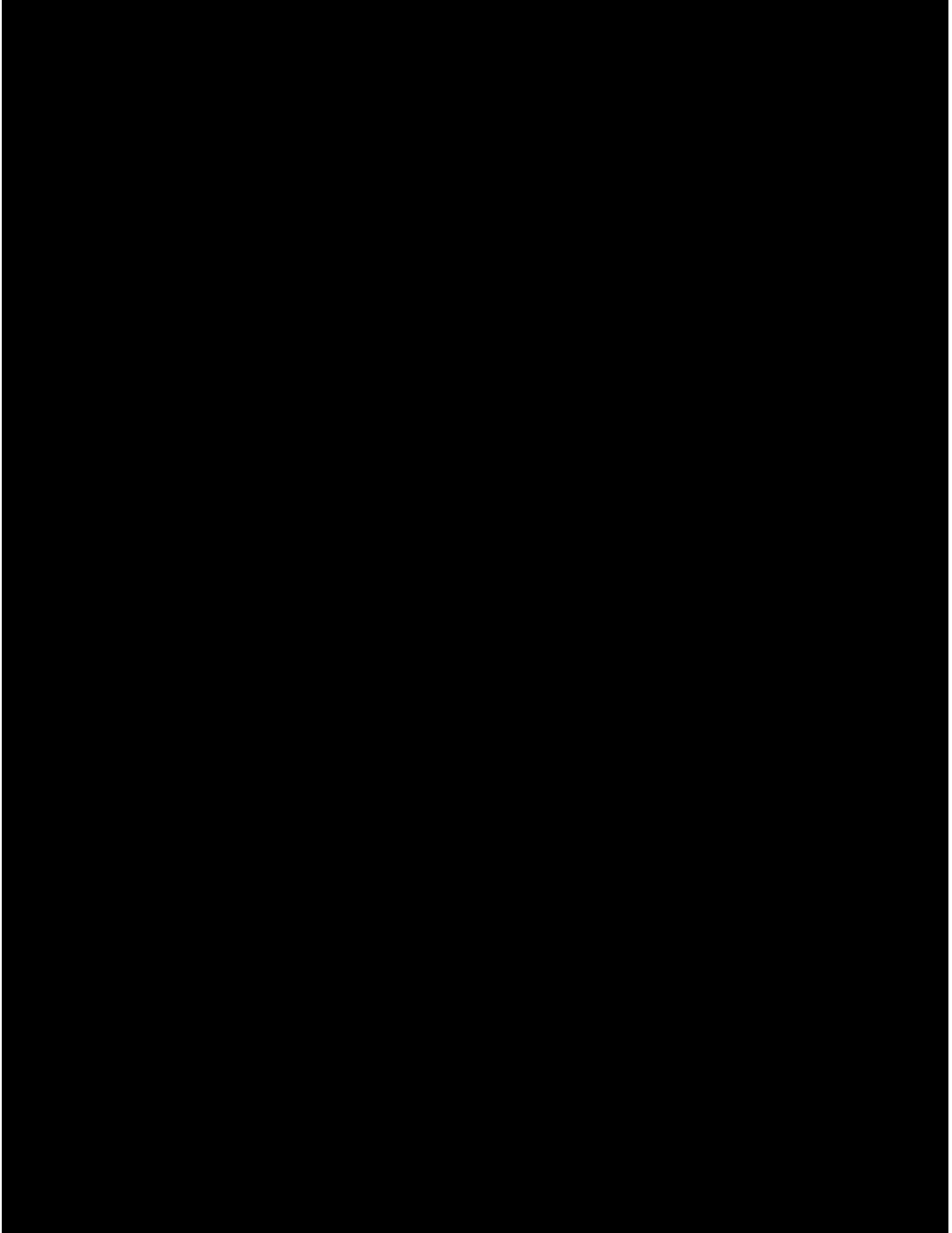


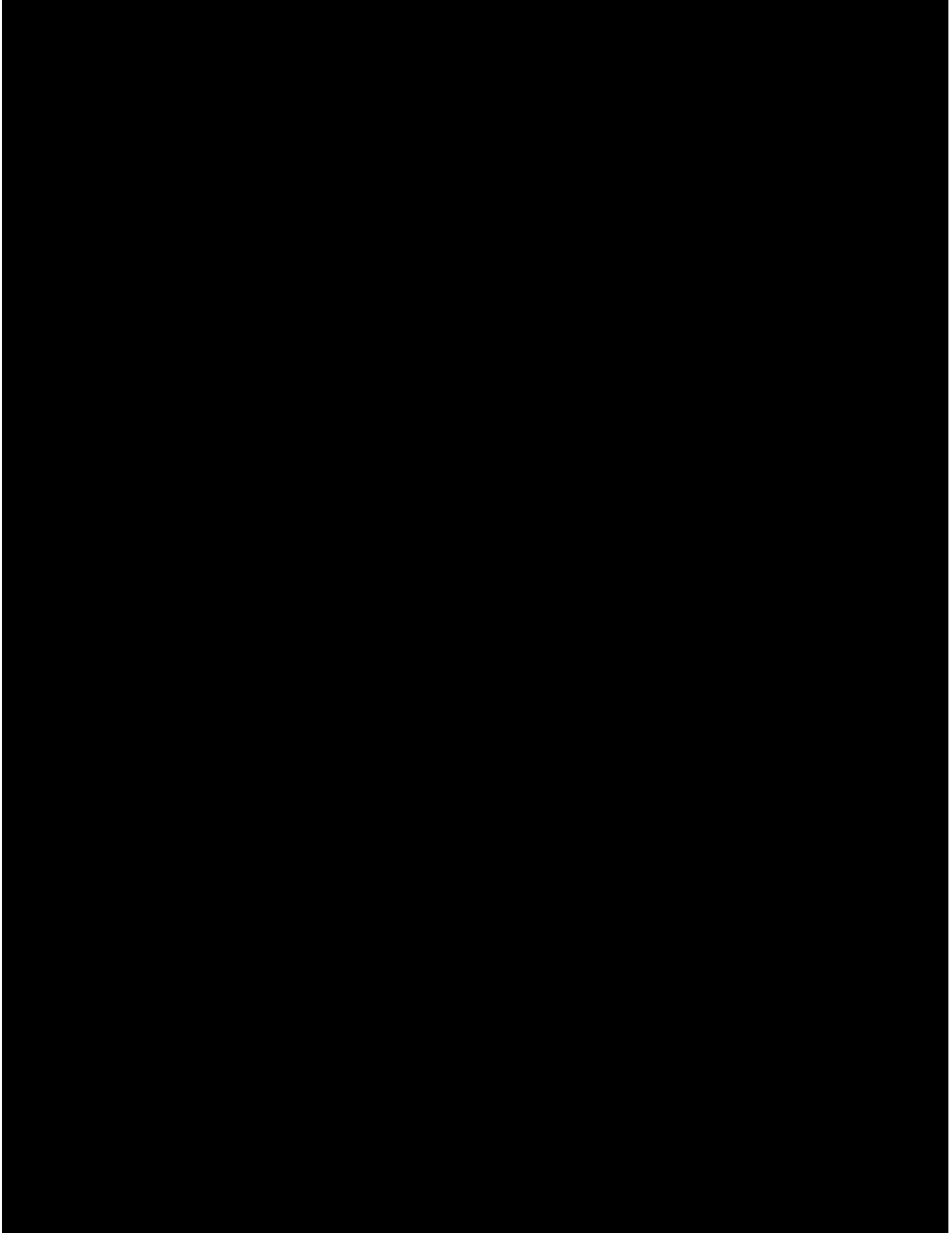




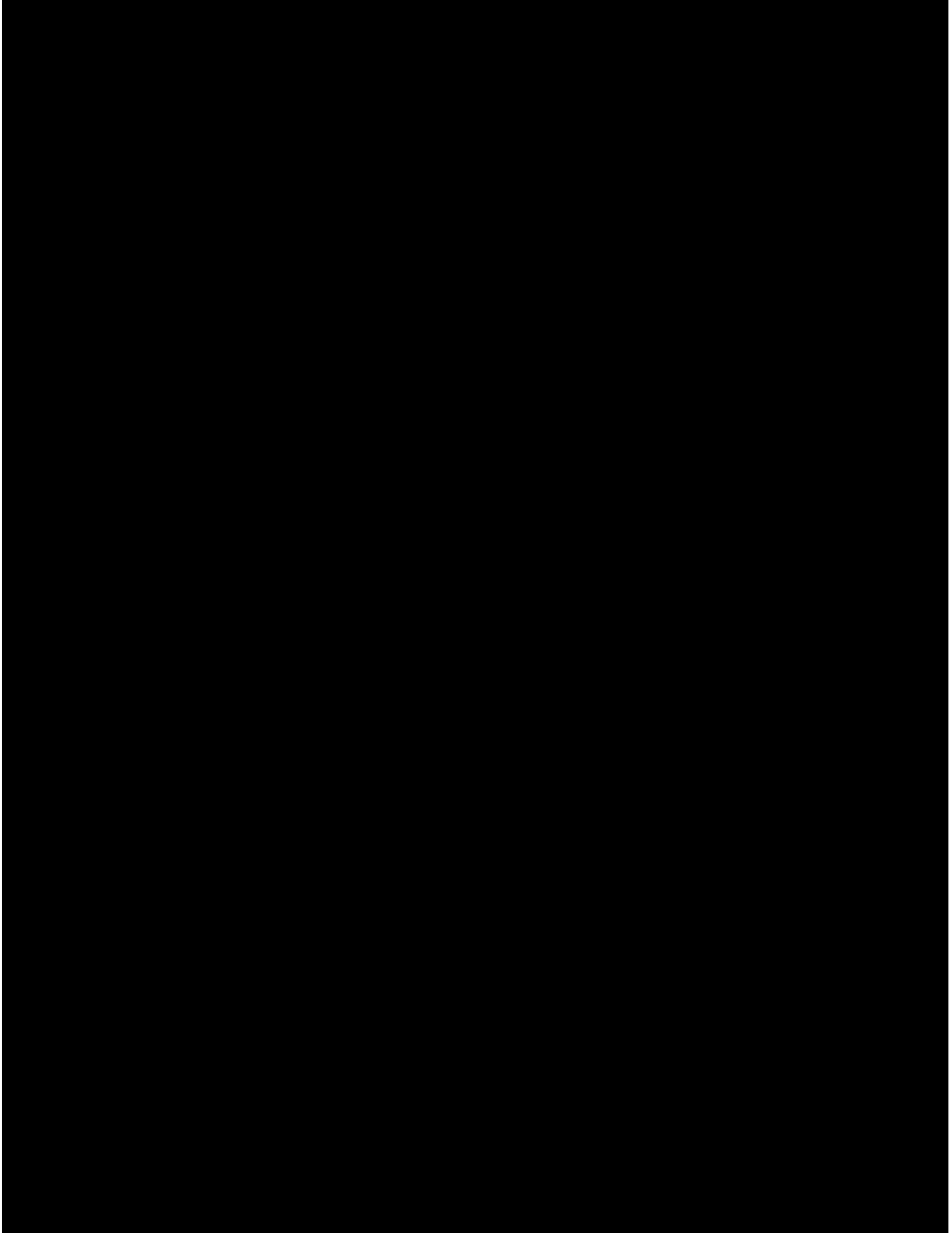


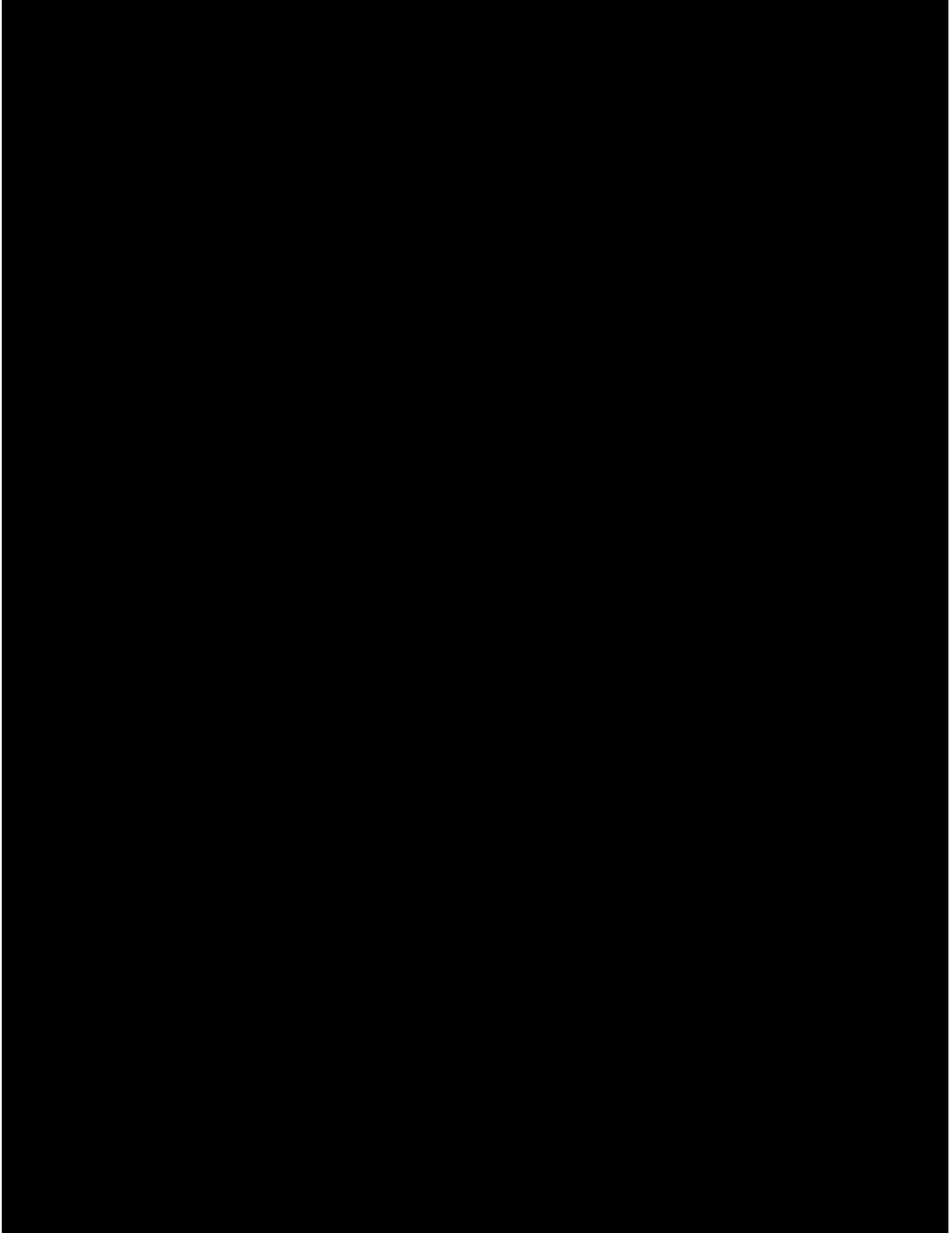


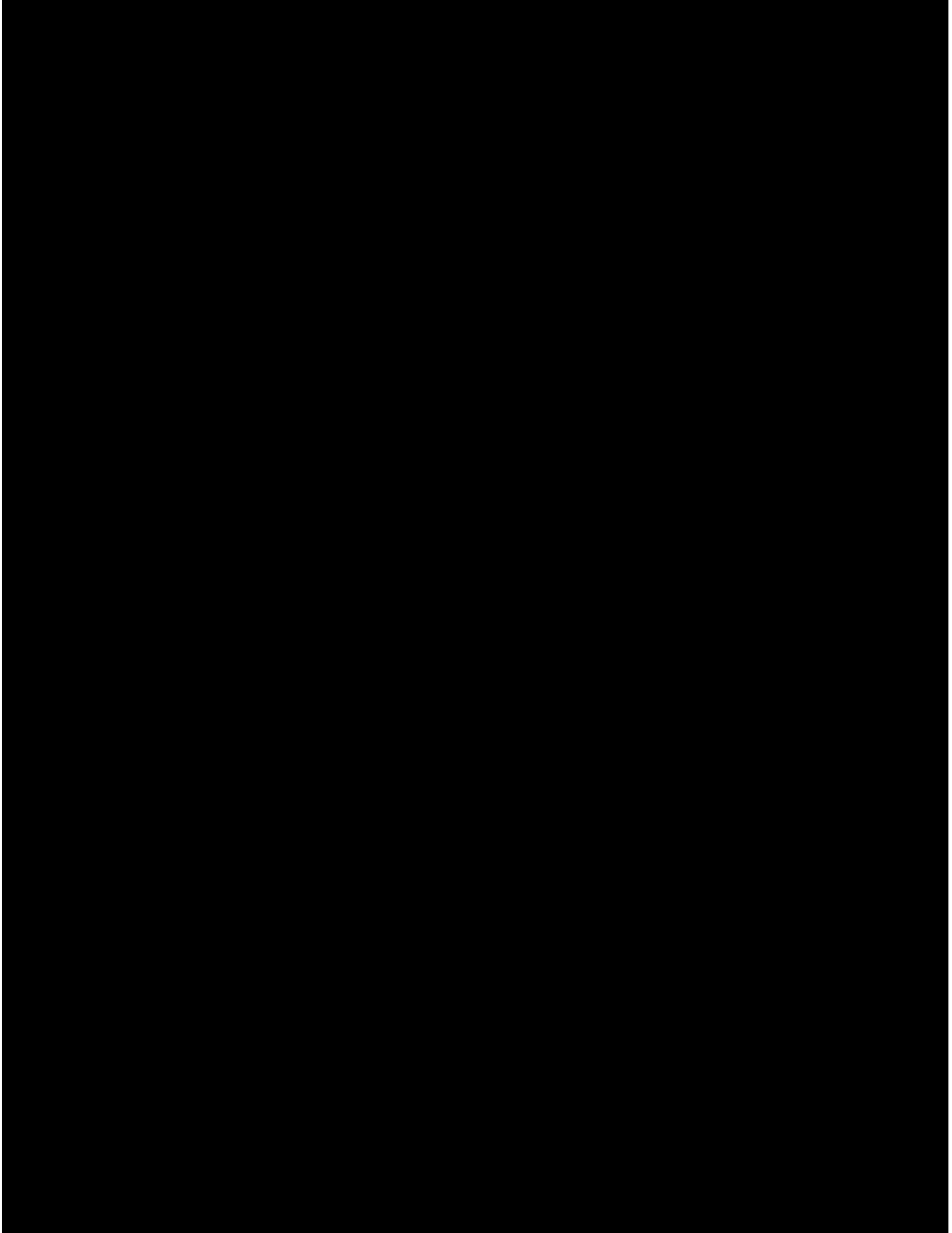


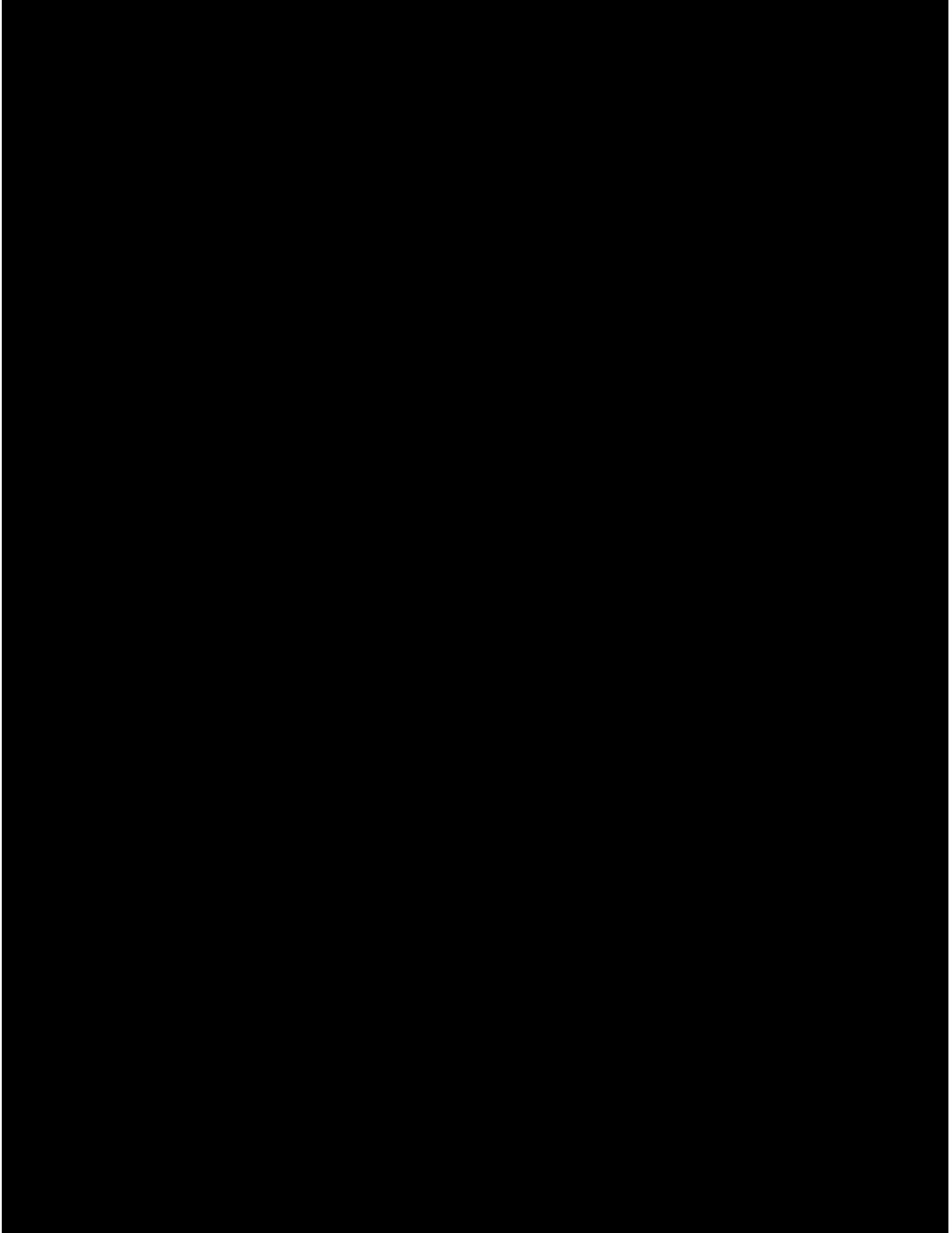


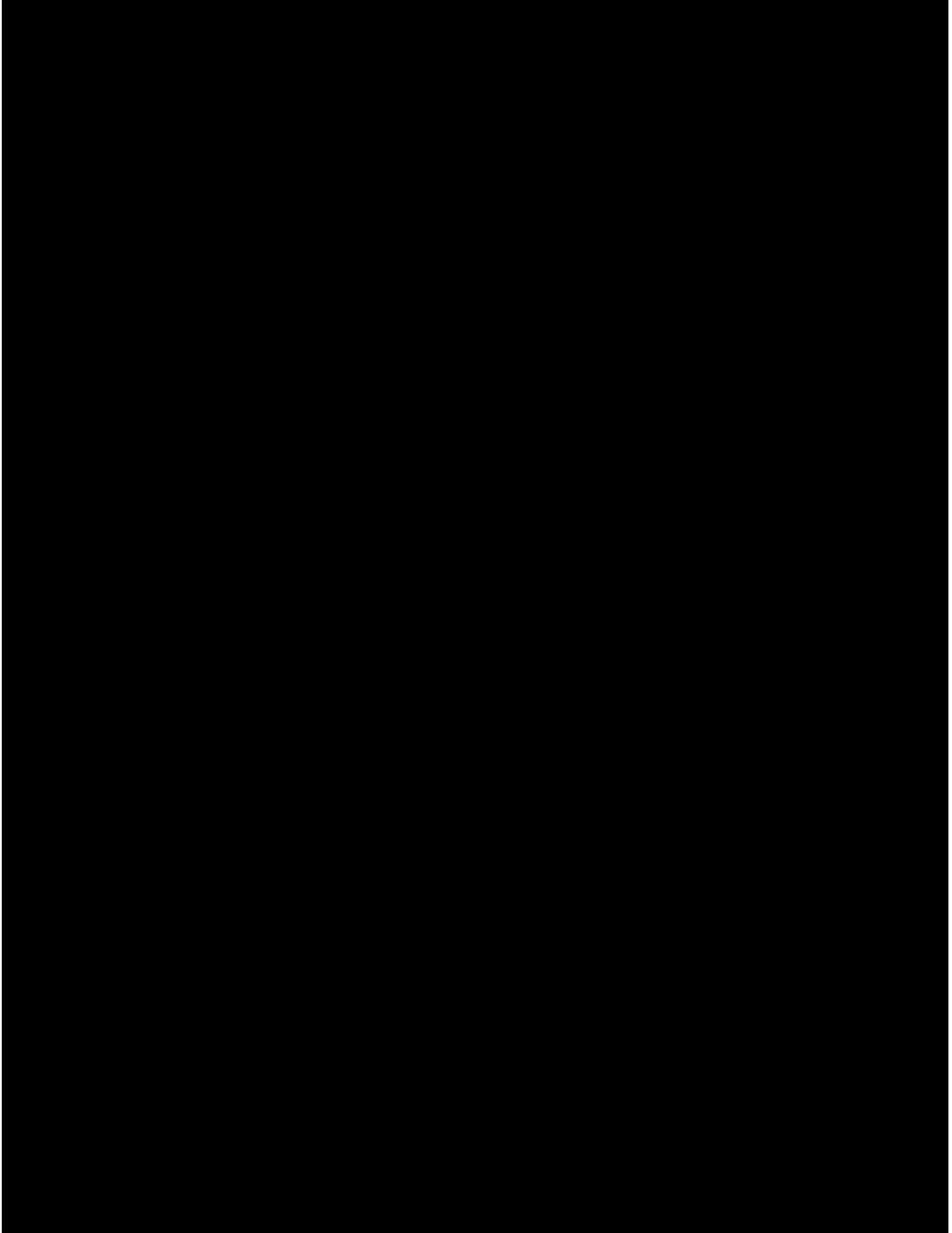


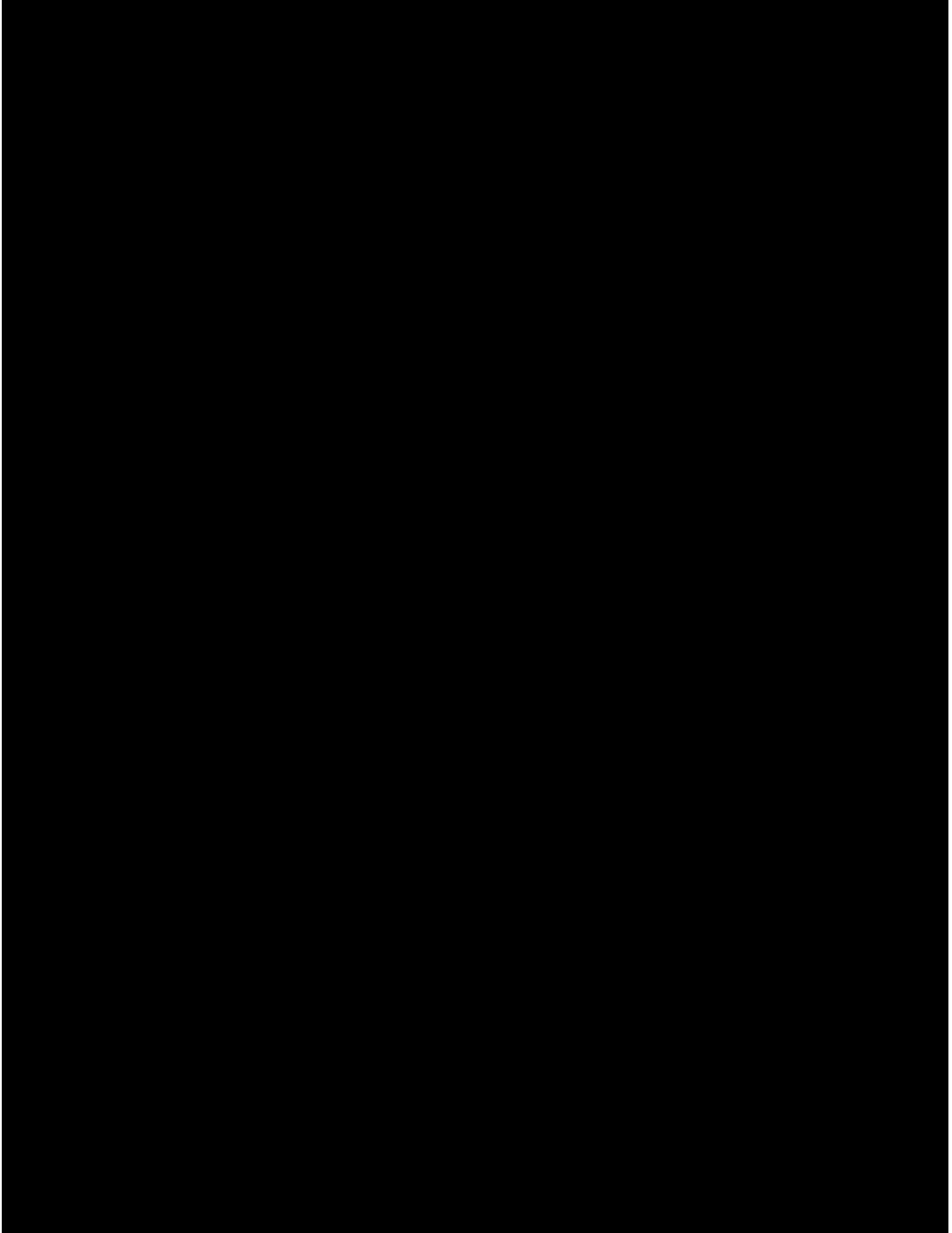


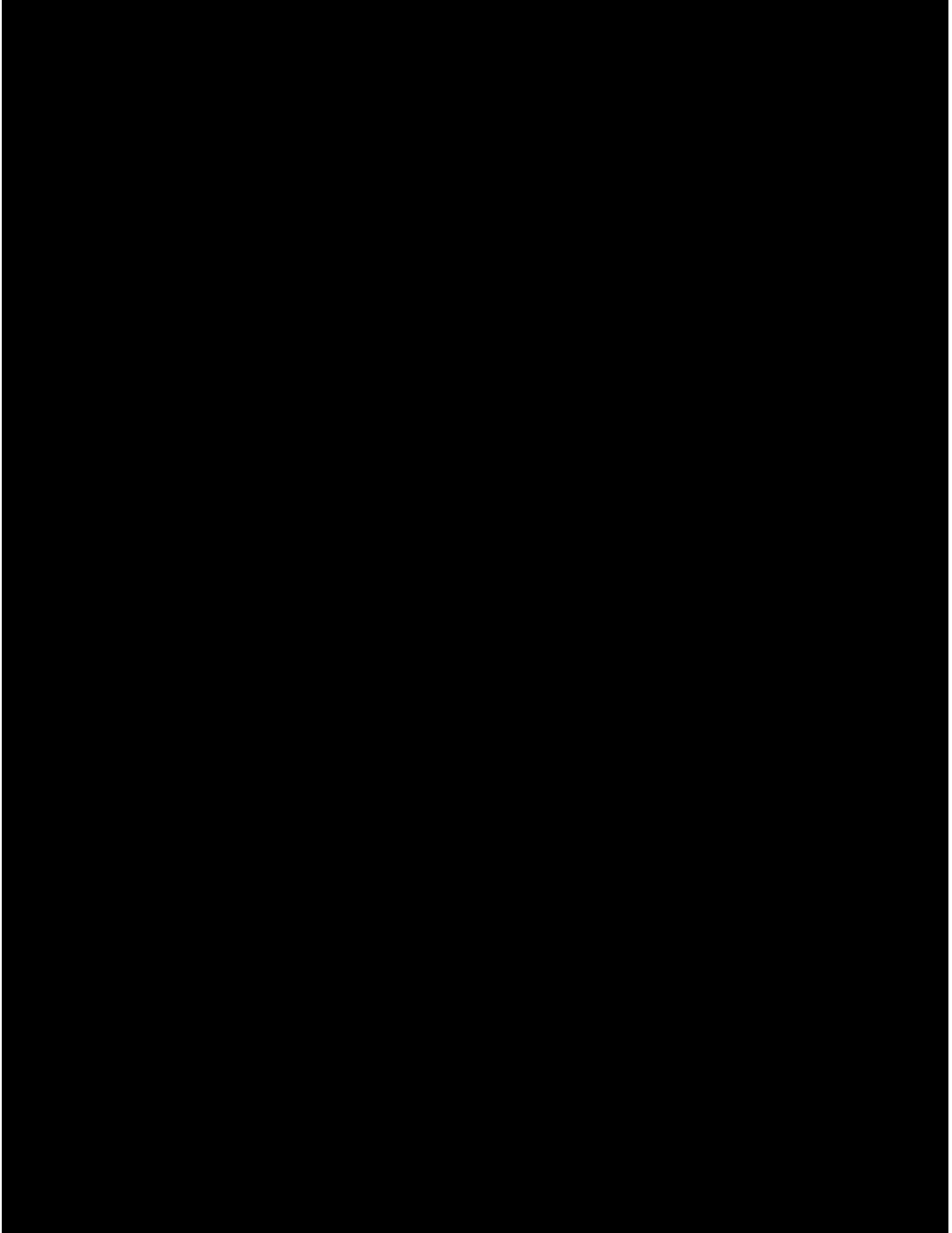


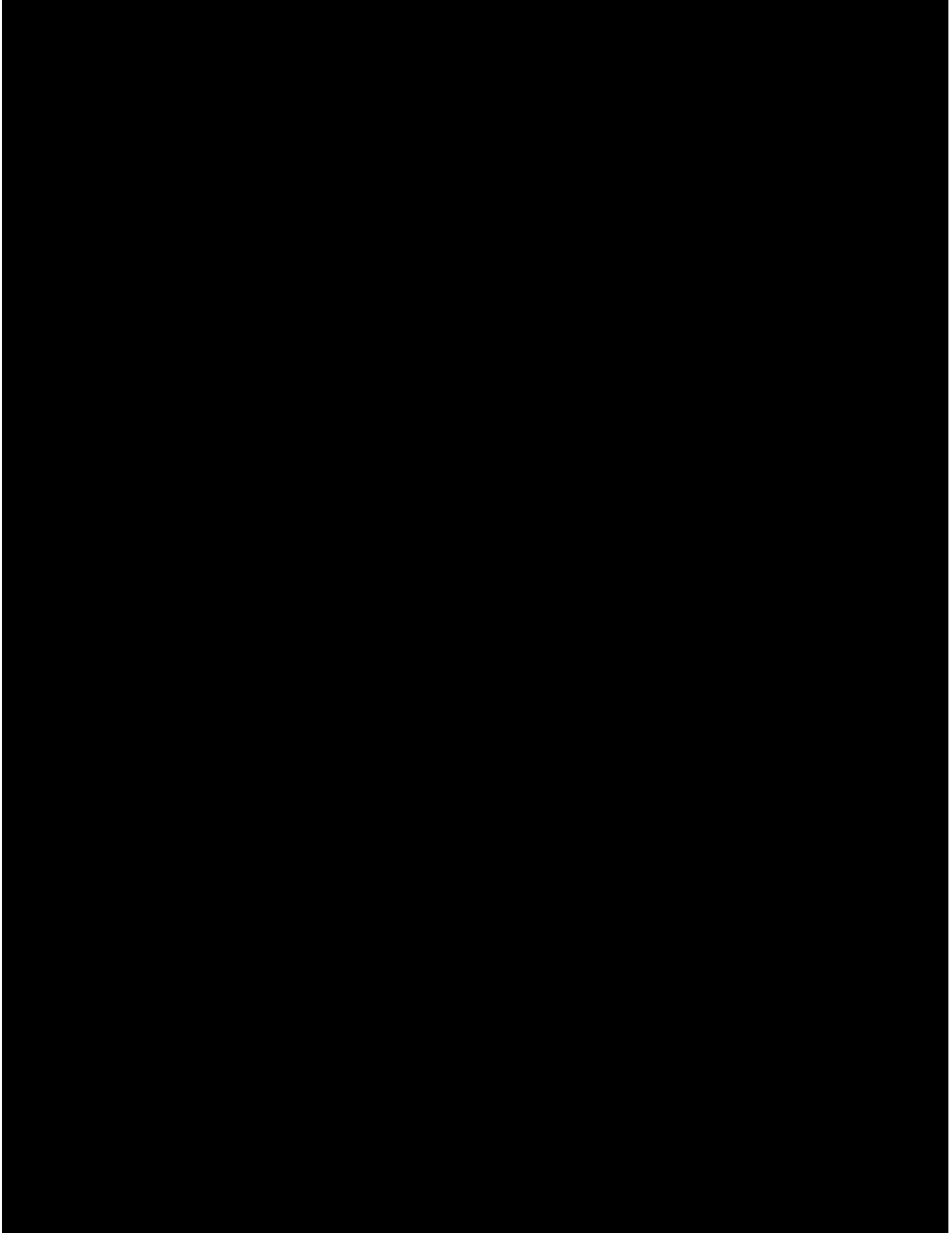




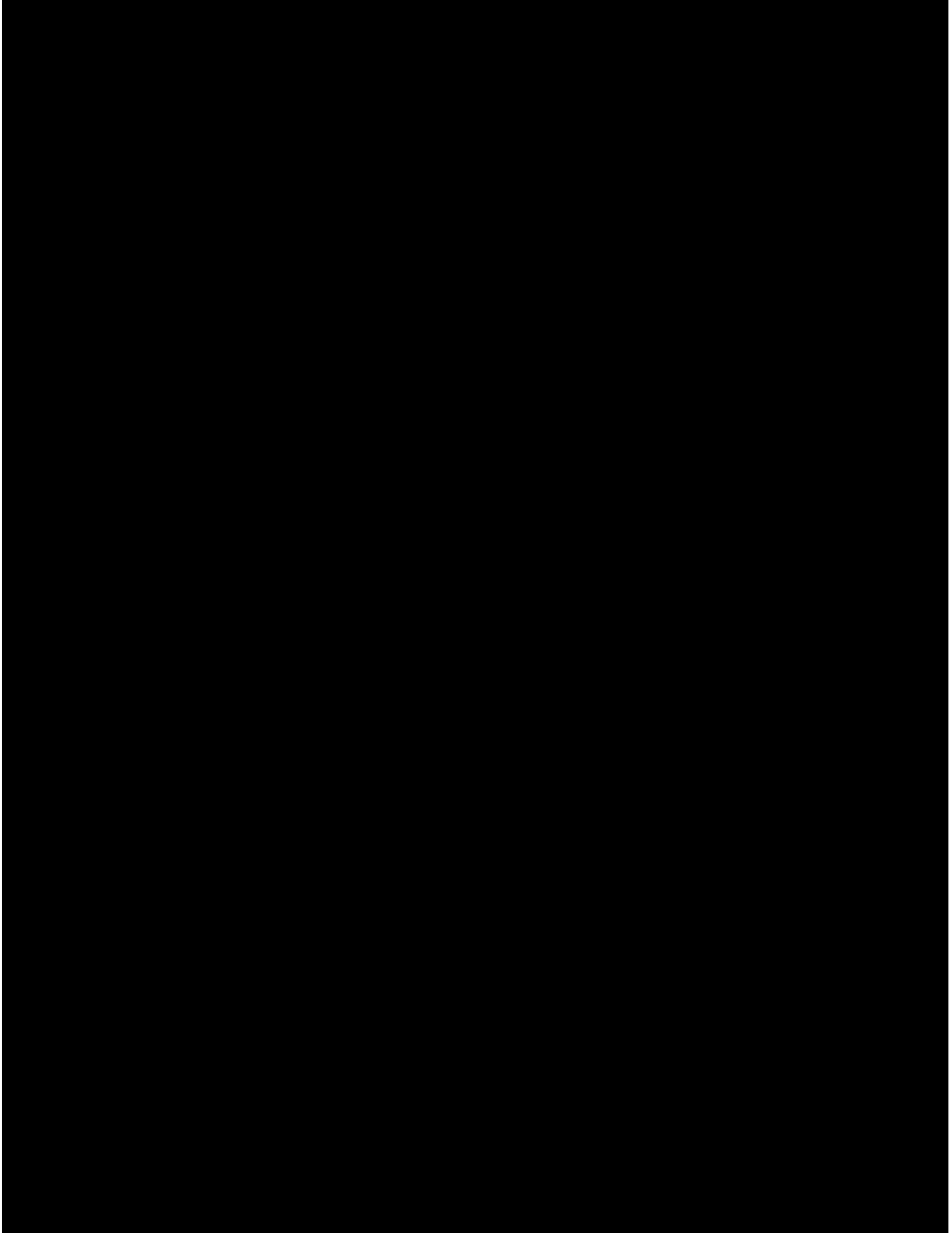


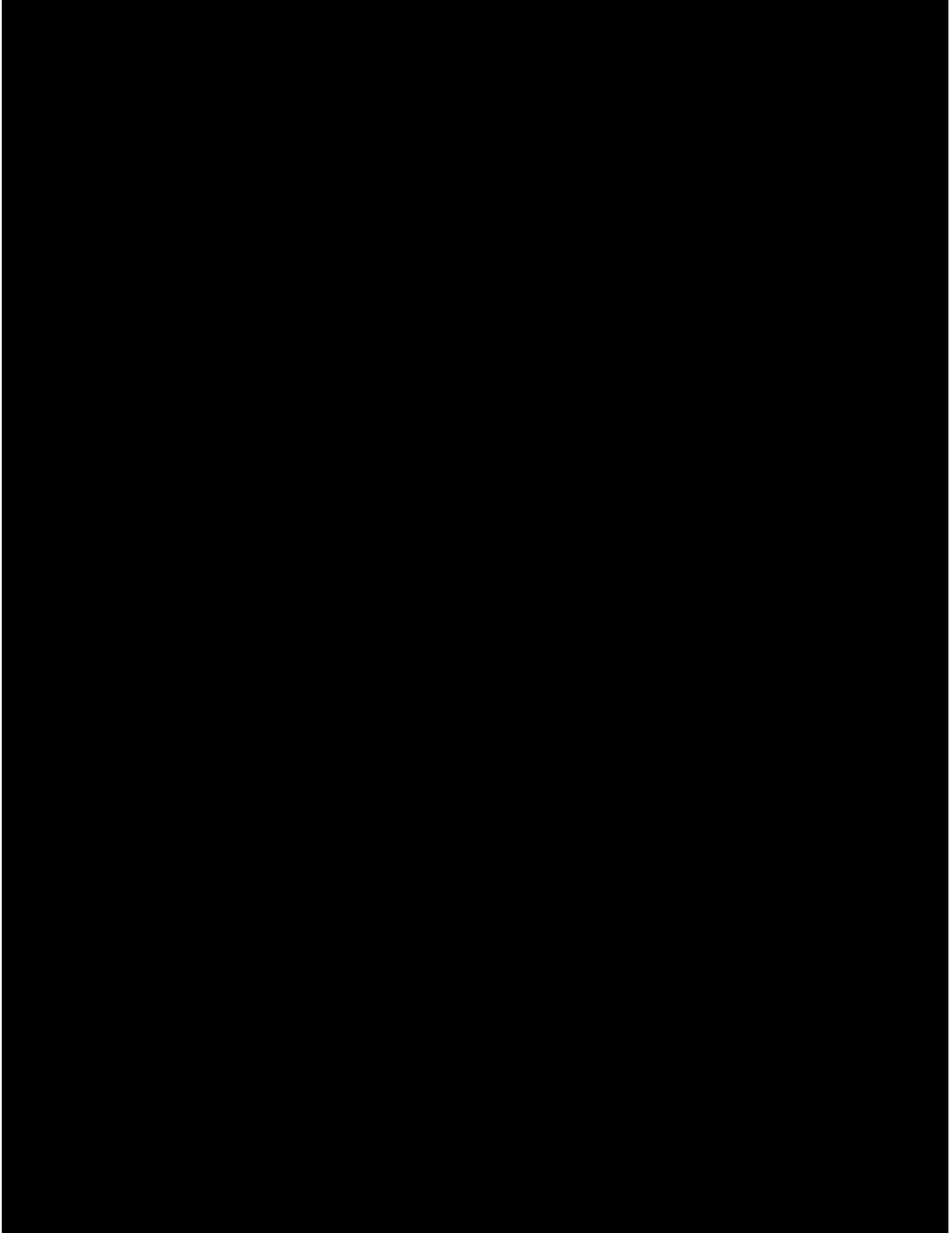


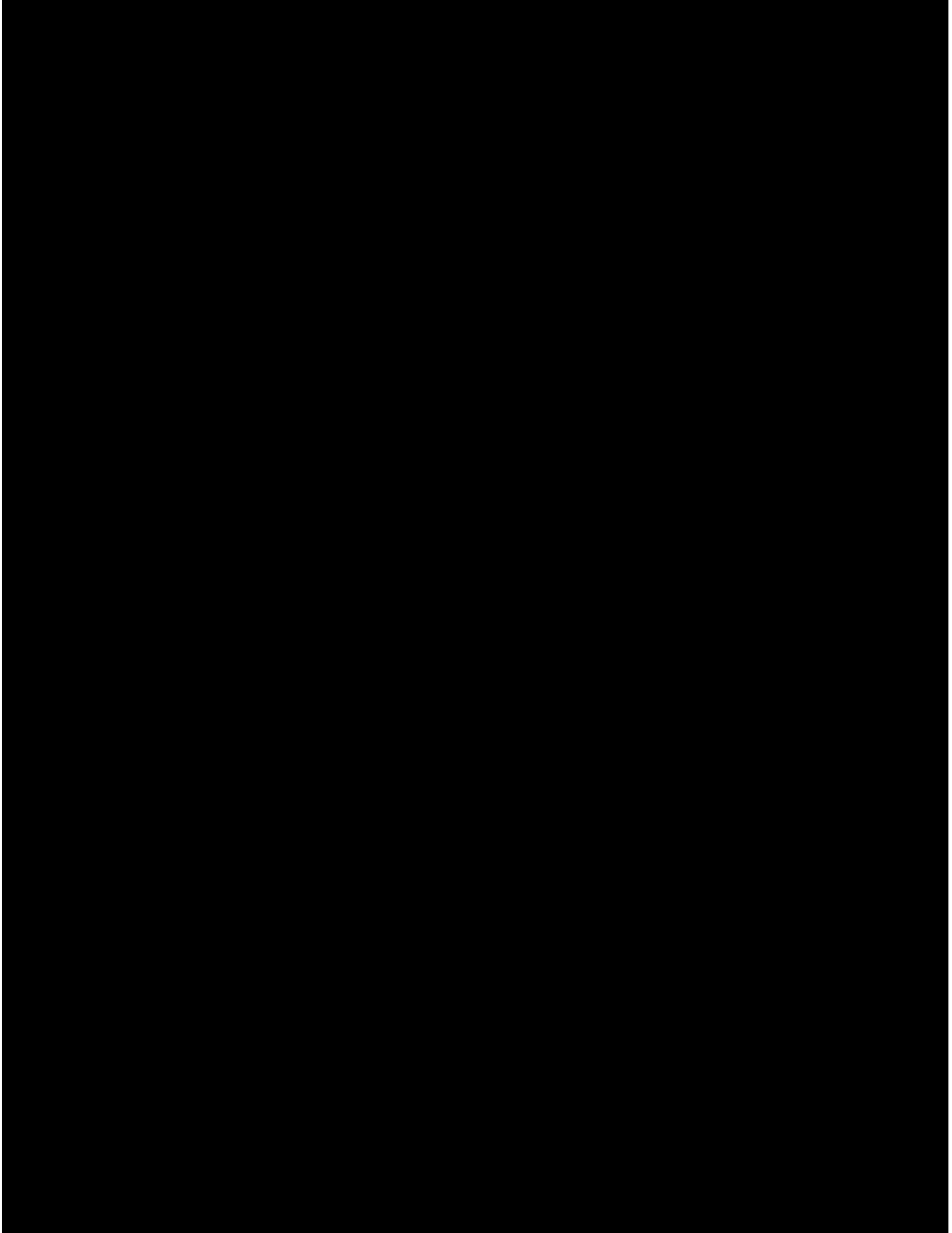


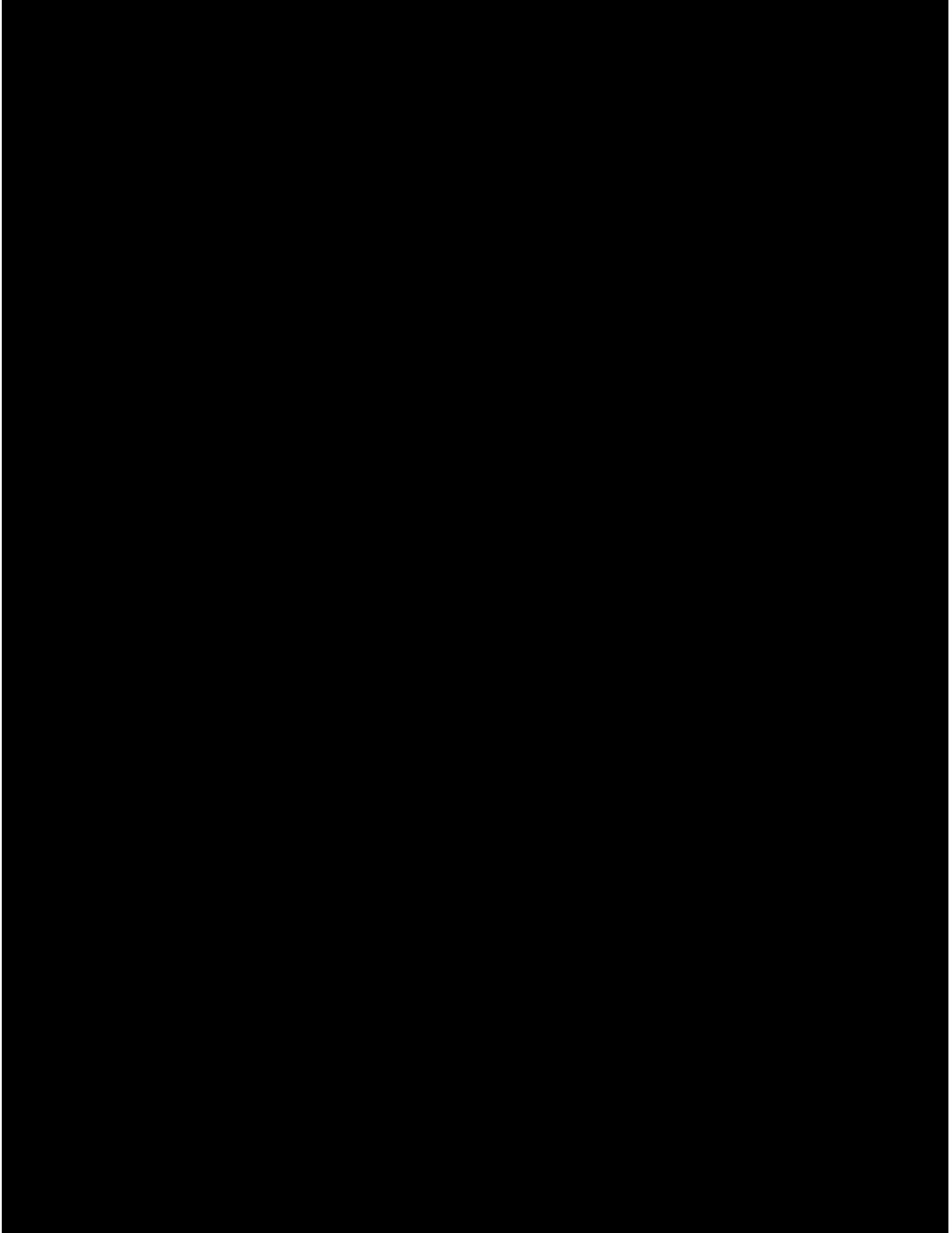


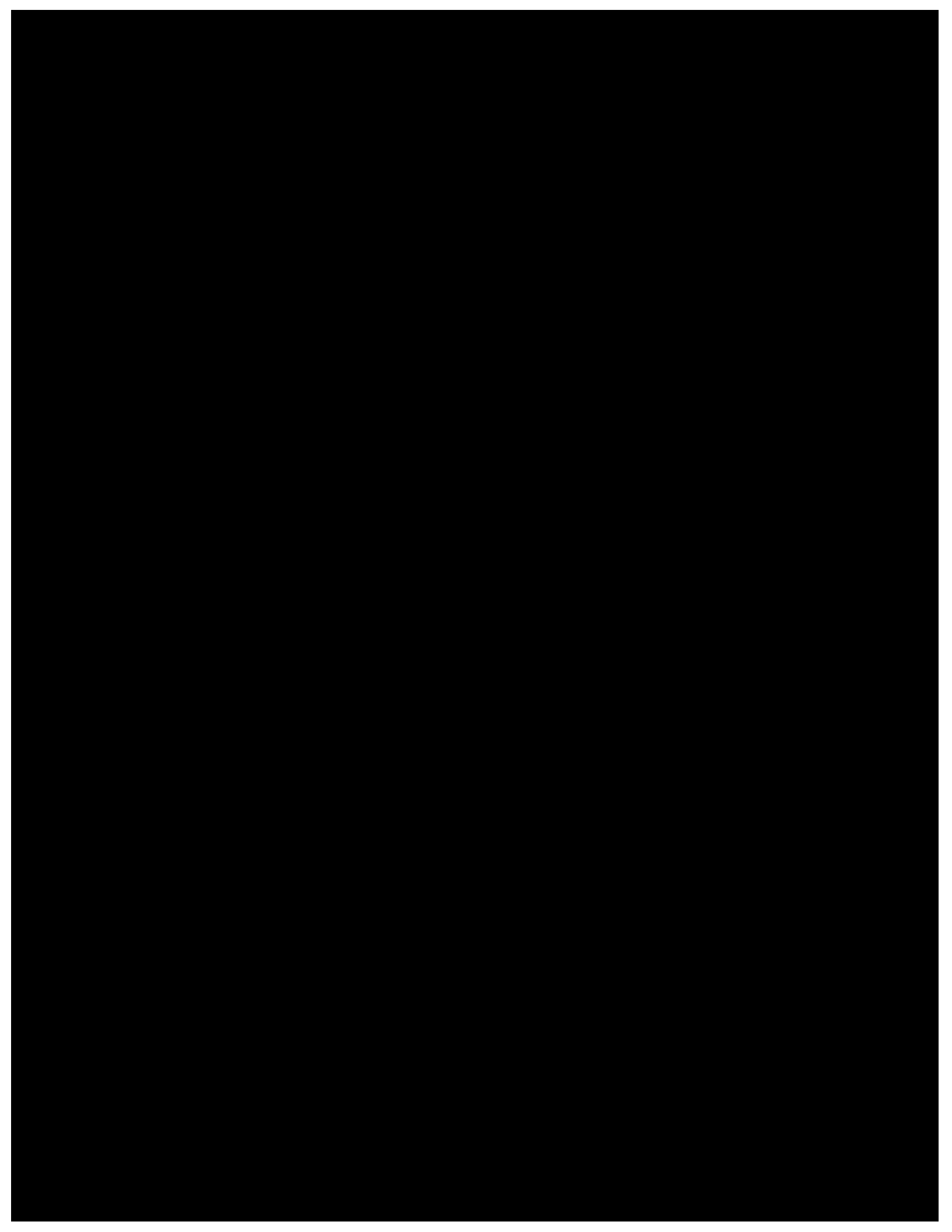


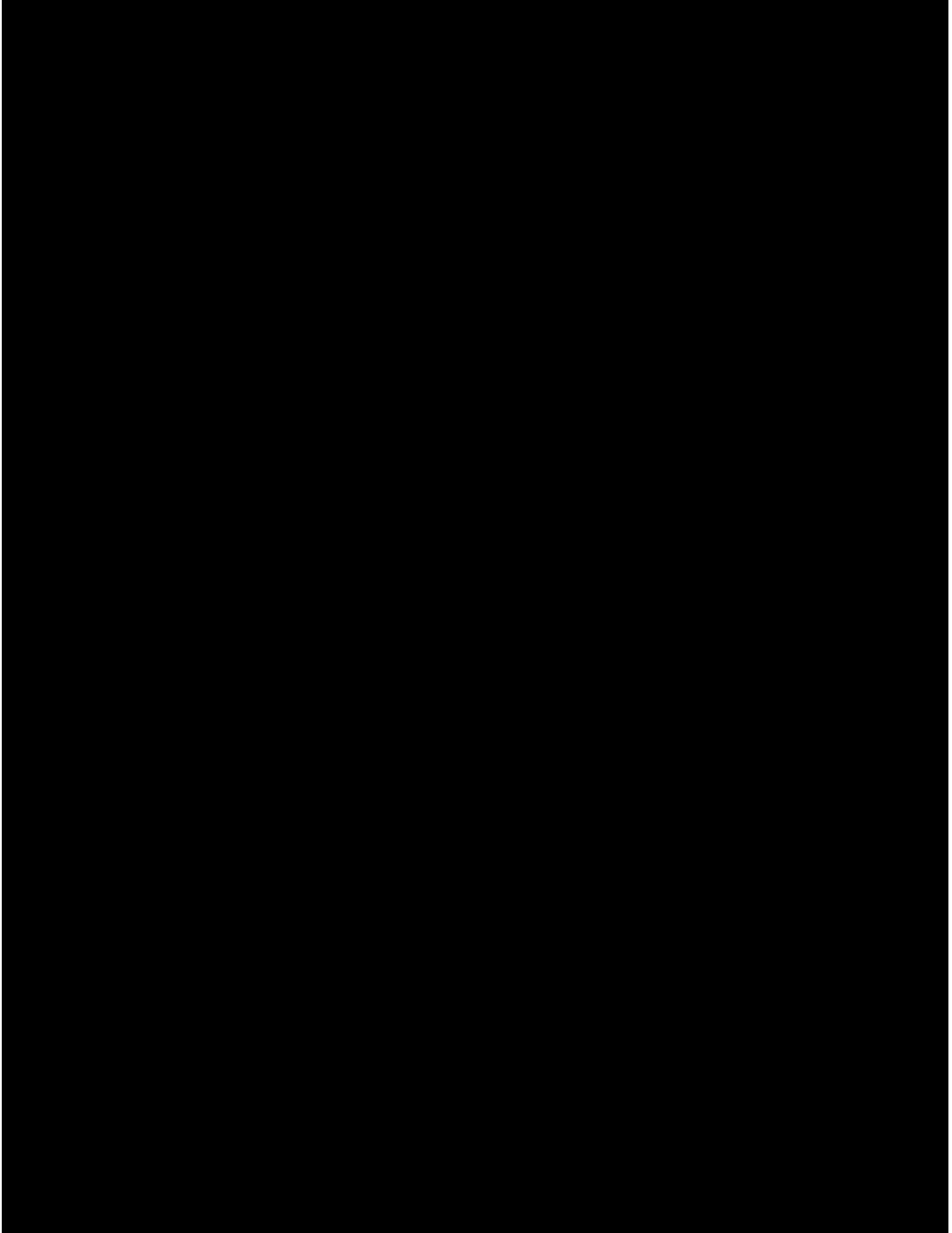


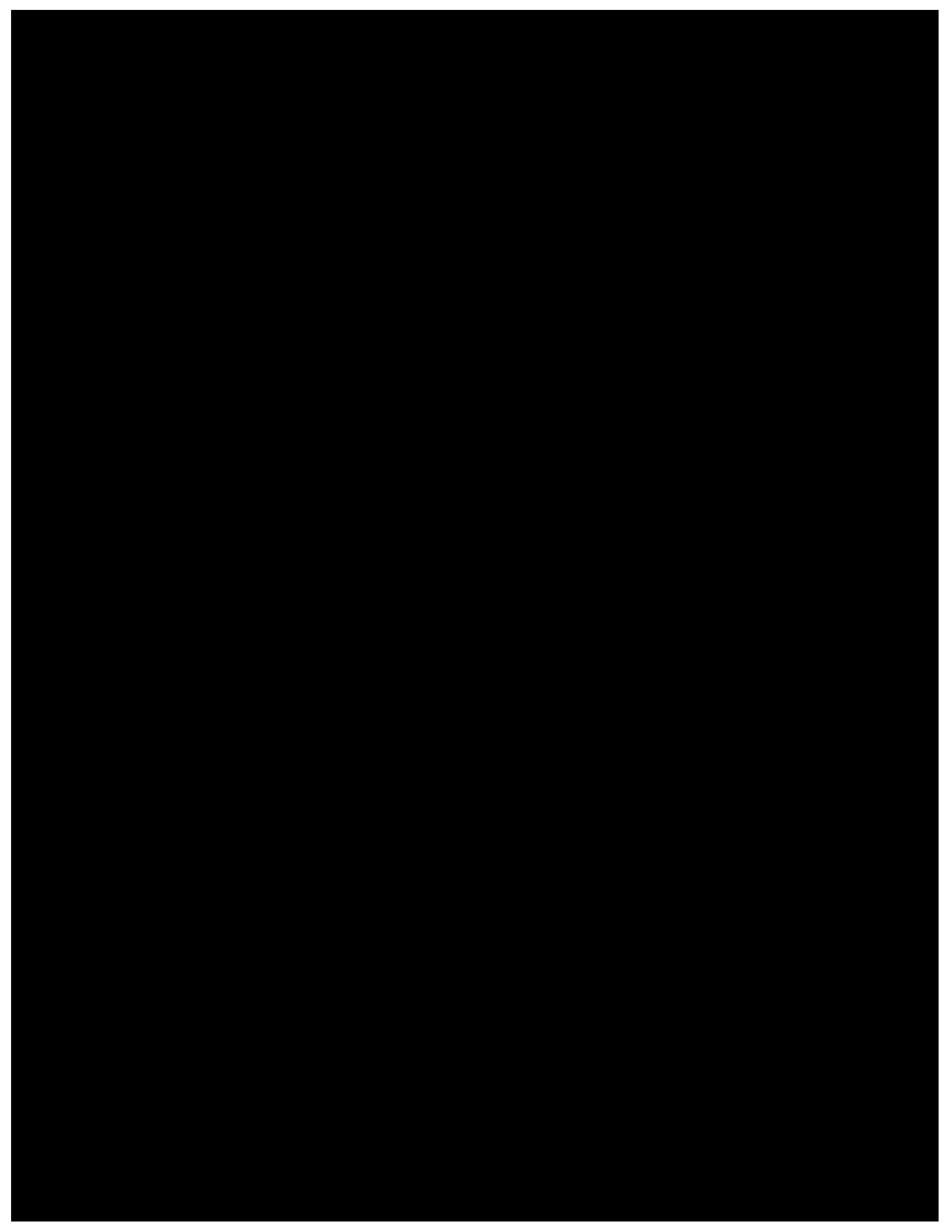


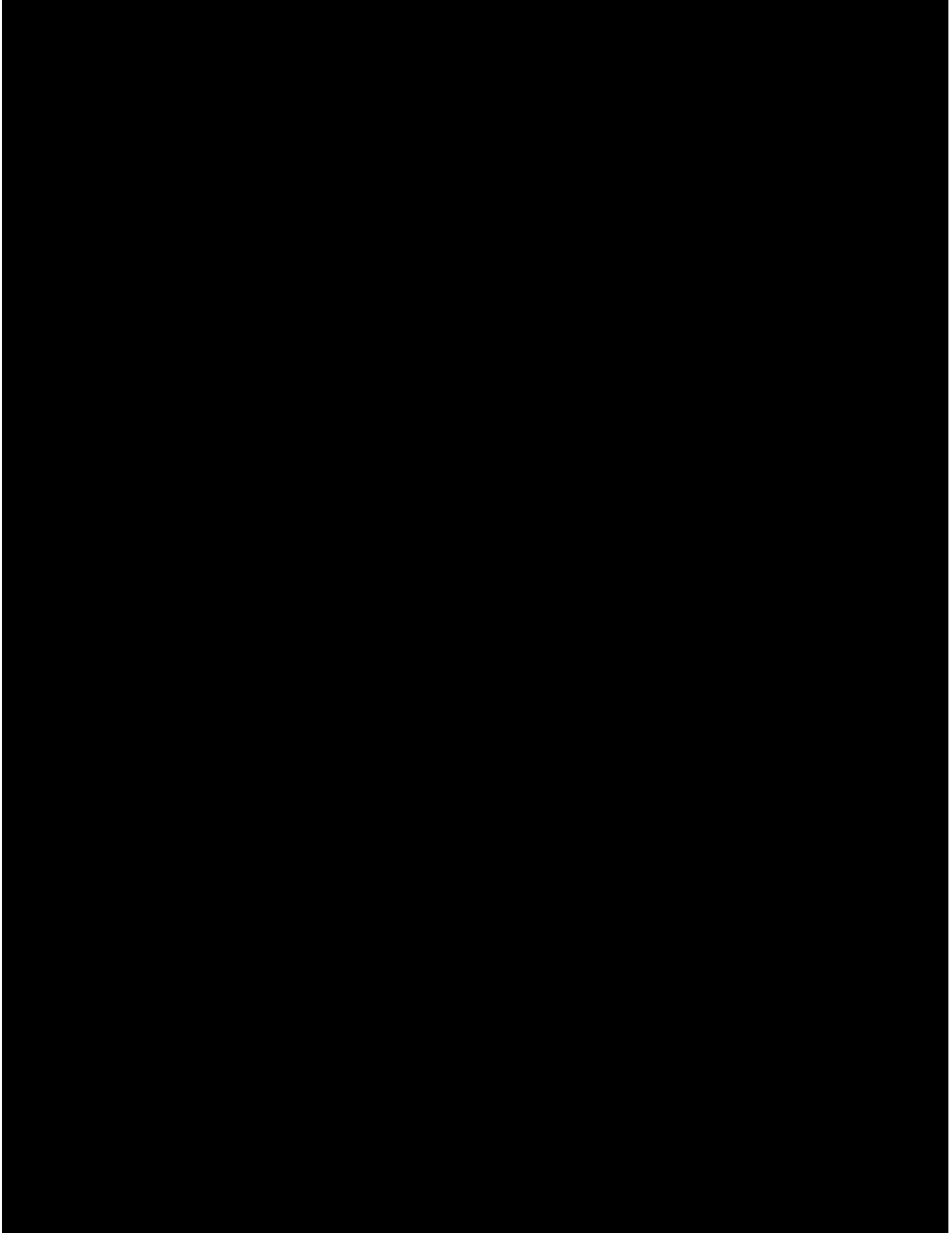




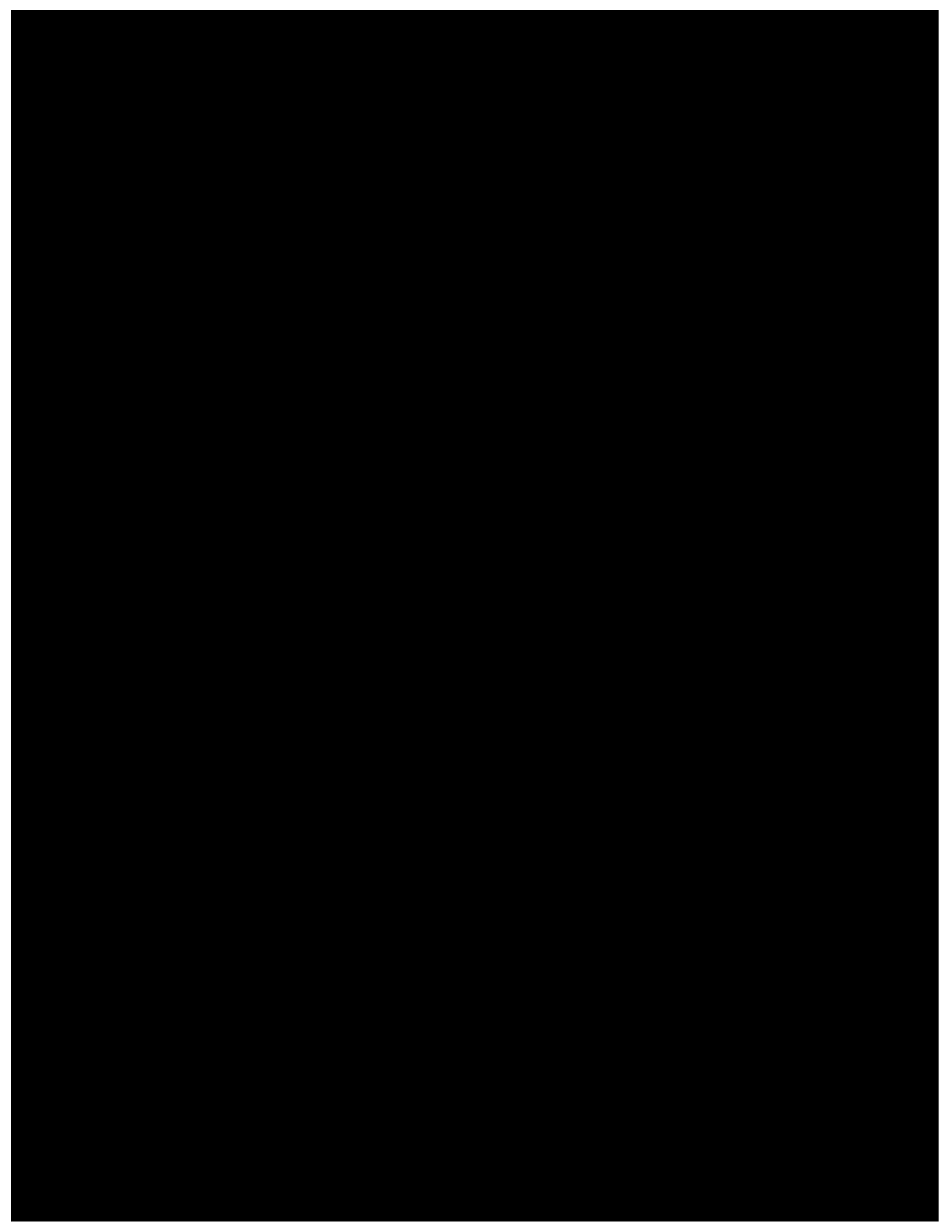


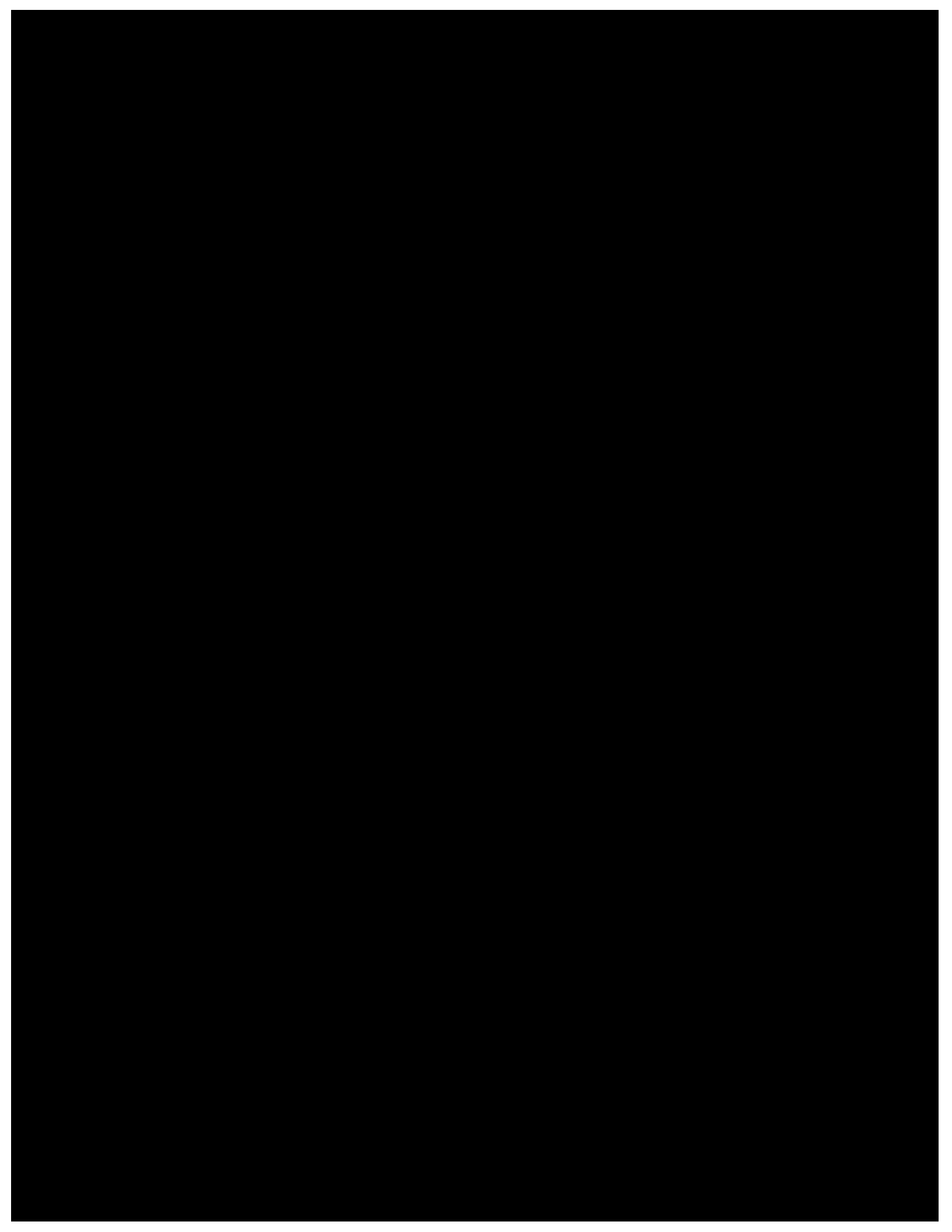


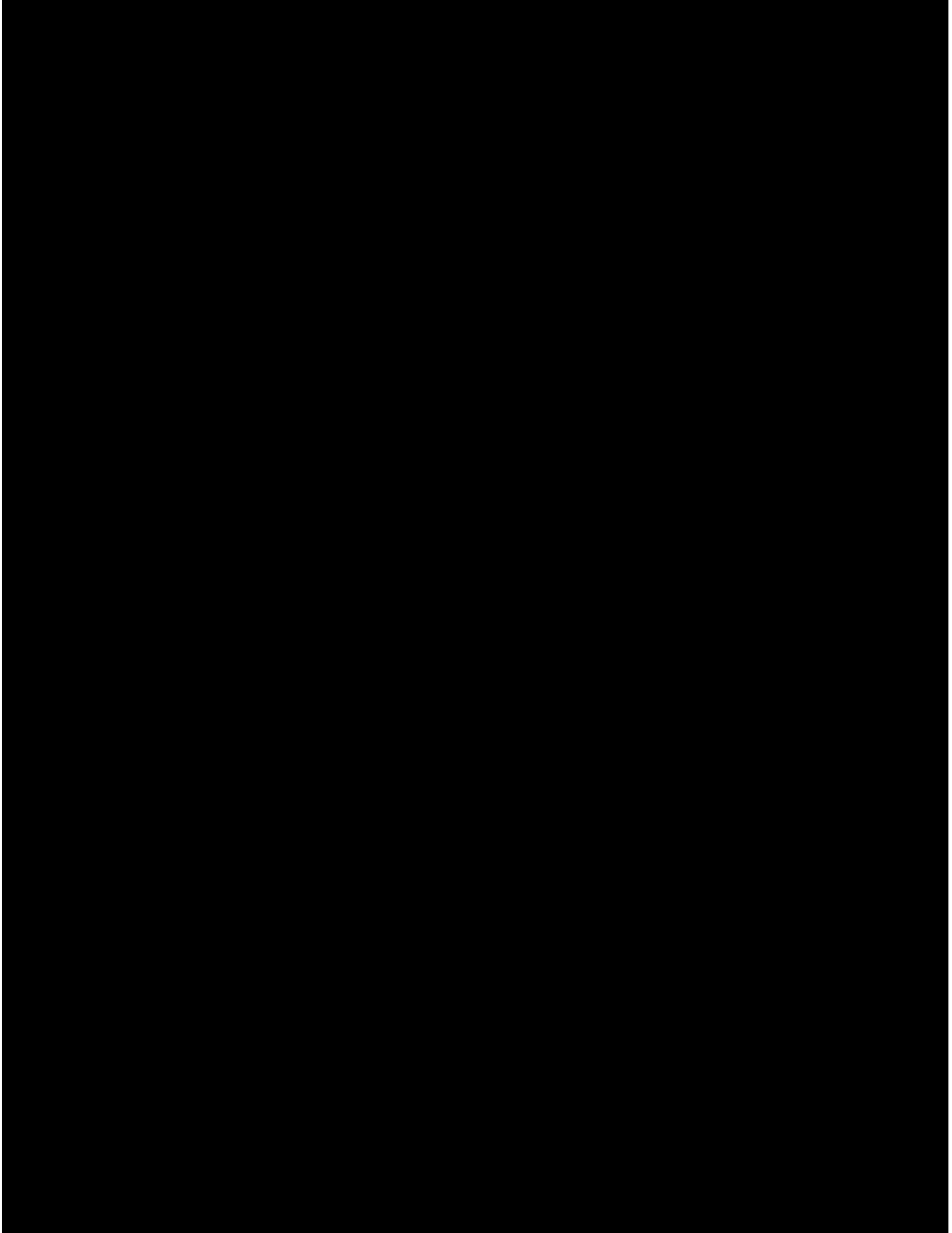












# Exhibit 37 – Secure Transport Drivers

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## Verification


**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

Michael Bruce

resident

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
  
1A206EB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART VII. – PERSONNEL**

**Exhibit 37 – Secure Transport Drivers.**

The company has submitted a completed copy of Form H: Secure Transport Driver, per the requirements of the AMCC Applicant Guide.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

**FORM H: SECURE TRANSPORT DRIVERS**

Complete a separate form and verification for each of the Applicant's secure transport drivers.

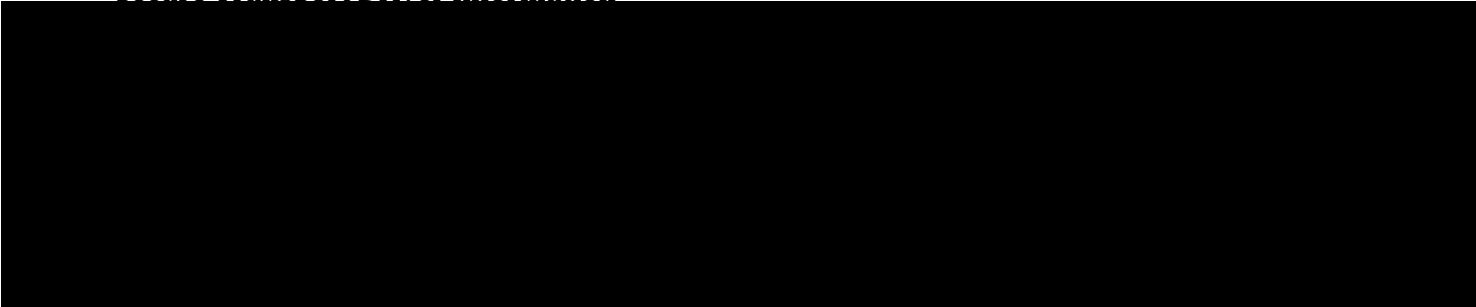
Alabama Always LLC

Integrated Facility

Business License Applicant Name

License Type

**Secure Transport Driver Information**



**Citations, Fines & Violations**

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

**Michael Bruce**

\_\_\_\_\_  
Printed Name of Verifying Individual

DocuSigned by:  
*Michael Bruce*

\_\_\_\_\_  
1A206FB8214B461...  
Signature of Verifying Individual

**President**

\_\_\_\_\_  
Title of Verifying Individual

**12/30/2022**

\_\_\_\_\_  
Verification Date

# Exhibit 38 – Driver’s Manual

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

The contents of this document are redacted because they contain proprietary information regarding this Applicant’s marketing and advertising plan. Specifically, proprietary information and trade secrets are protected from public disclosure. Under Ala. Code § 8-27-1 *et seq.*, a “trade secret” is information that: (a.) Is used or intended for use in a trade or business; (b.) Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process; (c.) Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret; (d.) Cannot be readily ascertained or derived from publicly available information; (e.) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (f.) Has significant economic value. Ala. Code § 8-27-2(1). The Applicant’s marketing and advertising plan constitutes a trade secret under the foregoing. *See Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993) (stating that courts can seal records that constitute trade secrets); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995); *Health Care Auth. for Baptist Health v. Cent. Ala. Radiation Oncology, LLC*, 292 So. 3d 623, 634 (Ala. 2019); Ala. Code § 8-27-1 *et seq.* (“Trade Secret Act”).

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
  
1A206FB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every sale, purchase, and payment must be properly documented to ensure the integrity of the financial statements. This includes recording the date, amount, and purpose of each transaction.

Secondly, the document highlights the need for regular reconciliation of bank accounts. By comparing the company's records with the bank statements, any discrepancies can be identified and corrected promptly. This process helps to prevent errors and ensures that the cash balance is always up-to-date.

Another key aspect is the proper classification of expenses. It is crucial to distinguish between personal and business expenses to avoid any tax implications. Business expenses should be clearly identified and supported by receipts or invoices.

The document also addresses the importance of timely reporting. Financial statements should be prepared and reviewed regularly to provide a clear picture of the company's financial health. This allows management to make informed decisions and take corrective actions if necessary.

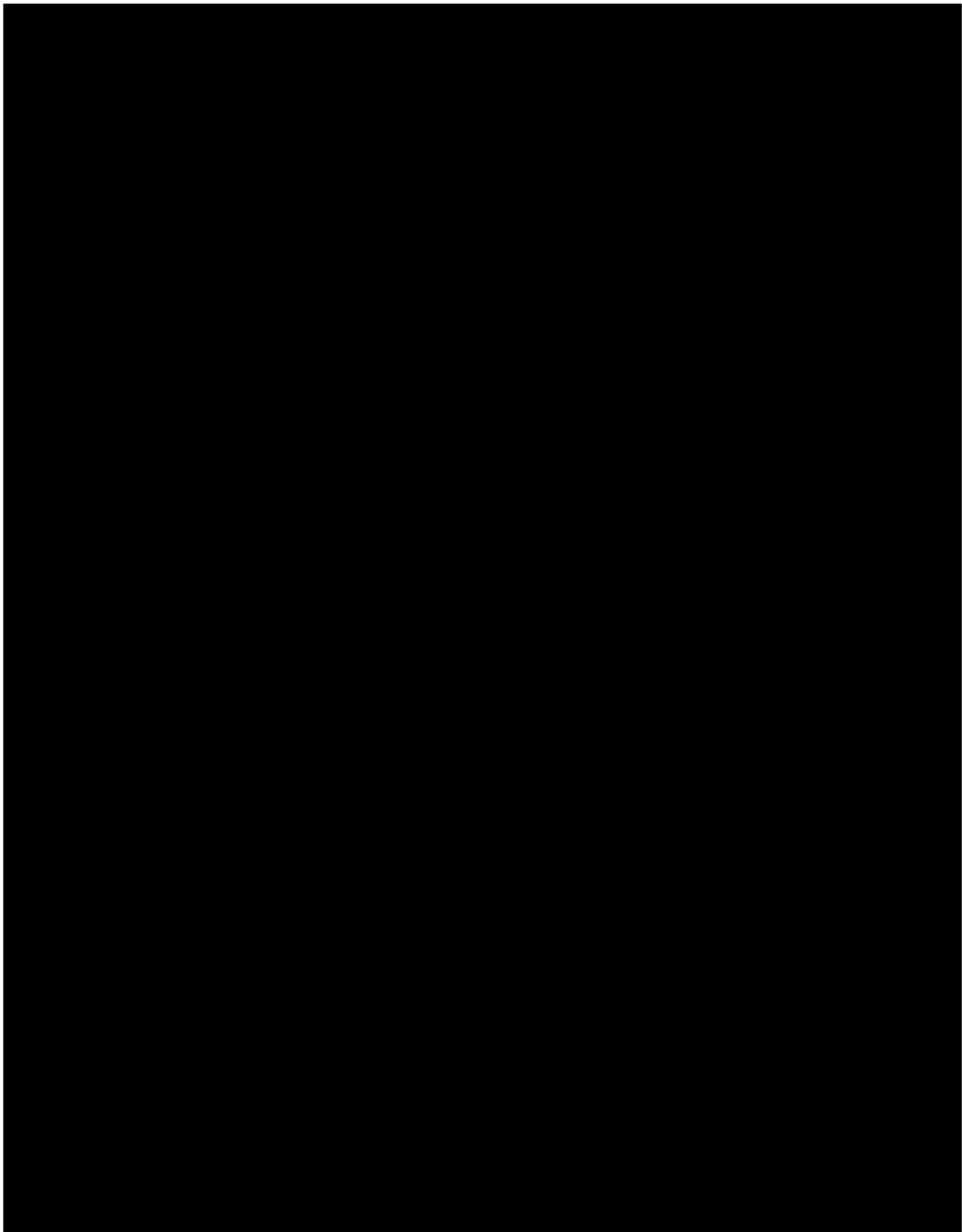
Finally, the document stresses the importance of transparency and accountability. All financial activities should be conducted in an open and honest manner, with proper documentation and reporting to the relevant authorities. This builds trust and ensures the long-term success of the business.

The first part of the document discusses the importance of maintaining accurate records in a business setting. It highlights how proper record-keeping can help in decision-making, legal compliance, and financial management. The text emphasizes that records should be organized, up-to-date, and easily accessible.

Next, the document addresses the challenges of data management in the digital age. It notes that while digital storage offers convenience, it also introduces risks such as data loss, security breaches, and information overload. Solutions like cloud storage, encryption, and regular backups are suggested to mitigate these risks.

The third section focuses on the role of technology in streamlining business processes. It describes how automation and software solutions can reduce manual errors, save time, and improve overall efficiency. Examples of such technologies include accounting software, CRM systems, and project management tools.

Finally, the document concludes by stressing the importance of employee training and awareness. It suggests that regular training sessions can help employees understand the value of data and the correct procedures for handling information. This, in turn, can lead to a more professional and data-driven organization.



The first part of the document discusses the importance of maintaining accurate records in a business setting. It highlights how proper record-keeping can help in decision-making, legal compliance, and financial management. The text emphasizes that records should be organized, up-to-date, and easily accessible.

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The third section focuses on the role of technology in record management. It explores how software solutions can streamline the process of creating, storing, and retrieving records. The text mentions various tools and platforms that offer automated workflows and enhanced security features.

Finally, the document concludes by stressing the long-term value of a robust record-keeping system. It states that consistent and accurate records are essential for the success and sustainability of any organization. The text encourages businesses to invest in the right tools and processes to ensure their records are protected and accessible for the future.

[The body of the page is completely obscured by a large black redaction box.]

# Exhibit 39 – Quality Control and Quality Assurance Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*  
1A206FB8214B461

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART VIII. – QUALITY CONTROL & TESTING**

**Exhibit 39 – Quality Control and Quality Assurance Plan.**

The Applicant has submitted a quality control and quality assurance plan for each of its facilities, including all dispensing sites, identifying all of the following:

- 39.1 – An overview of the steps to be taken in the manufacturing process to provide high quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise.
- 39.2 – A plan for performing, at its own expense after licensure, quality control and testing of a qualified sampling (as defined in Chapter 10 of the Rules) of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled and sealed. Such testing shall be conducted by the State Testing Laboratory (as detailed in Chapter 10 of the Rules). The plan shall include, but is not limited to, the following:
  - o What tests will be conducted, if any, at each stage or stages of production.
  - o Whether the testing at each stage will be in house, unofficially by private testing through a State Testing Laboratory, or solely by official testing through a State Testing Laboratory.
- 39.3 – A plan for return and remediation or destruction of any failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

## **Introduction**

### **Quality Control and Quality Assurance in Cultivation and Processing**

#### **Quality Control = The Right People + The Right Inputs + Attention to Process**

The Company's ability to control the quality of its products starts in personnel. All of our employees are chosen with care in order to assure they understand the importance of manufacturing medicine for vulnerable patients with highly complex medical conditions. All employees in a Division are trained in the necessity for cleanliness, how to avoid cross-contaminations, proper use of the equipment in their work area, and our proprietary processes.

Quality products begin with the purchasing of the highest caliber inputs available. The Chief Science Officer and the Director of Processing have published processes for the procurement of every significant input. The Company maintains control over the source materials for every input that impacts the final packaging of our products. The composition of living soil, the amount of water, and the length and spectrum of light all impact the chemical make-up of the plants that will be extracted.

The choice to partner with Breeder's Best in the procurement of our Breeder's Choice line plants assures we are bringing scientifically engineered cultivars to the Alabama patient. Our Chief Science Officer, Master Grower and Director of Processing pick Breeder's Best cultivars with disease sets in mind. Many of the active components in the Cannabis plant have clinically proven medicinal value as accepted by the U.S. Food and Drug Administration.

Highly trained employees, consistent inputs in the manufacturing process, and superior cultivars form the basis of our ability to provide consistent batches of products. The Chief Executive Officer, Master Grower and Processing Director have established periodic internal tests throughout the our standard processes to determine if the plants, extracted



cannabinoids, and manufactured goods are meeting expectations. The Compliance Training Manager oversees the creation of training materials designed to both clearly define our processes step-by-step, as well as assure our team members are in full compliance with all local, state, and federal laws and rules. The Compliance Training Manager and employees designated as QA/QC Quality Control Unit (as per 21CFR210) are specially trained to watch and evaluate our production lines, perform random sample testing on batches, and pull finished products from inventory in order to assure packaging integrity.

We strive to combine unique cultivars into products that are highly bioavailable. Our proprietary relationship with Breeder's Best allows us to choose patented cultivars as the basis of our Breeder's Choice product line. The team at Breeder's Best works with independent nurseries to improve the lives of consumers by providing cultivars with chemical profiles that are unique enough to be patented. Each cultivar represented in the Breeder's Best catalog will have consistent chemical profiles.

### **Quality Assurance = Source materials + Documentation + Attention to Detail**

Although there is no organic certification process for the cultivation of Cannabis in the United States, our Master Grower has a proven track record of cultivating products for human consumption using organic practices. The company Policy and Procedures Manual, Cultivation Division contains the standard operating procedures and processes we use to cultivate the plants used in our extraction process.

Having many years of experience as scientists, educators and operators in the legal medical cannabis industry, The Company leadership deeply understands the scope of effective Quality Control and Quality Assurance (QC/QA) programs. Our CEO/CSO Dr Greg Gerdeman has successfully designed multiple ISO 9001 certified laboratories producing cannabis and hemp-derived oils for human consumption. He is an active member of the Cannabis Committee of the Association of Food and Drug Officials (AFDO), as well as the D37(4) subcommittee on Cannabis Processing of ASTM International. He has been a member of the International Cannabinoid Research Society since 1999, and he is an active advisor to the Foundation Of Cannabis Unified Standards (FOCUS) among other industry groups.

The Company QC/QA programs were designed by Dr Gerdeman and Dr Amy Hinton, Compliance Training Manager, to be directly in line with ISO 9001 requirements for Quality Management Systems and other industry best practices. Indeed, our Employee Handbook, Policies & Procedures Manual, and SOPs have been constructed with careful adherence to FOCUS Standards, which integrate directly with ISO 9001 standards. FOCUS will act as a cGMP auditor to assure our compliance with Title 21 of the Code of Federal Regulations, part 210, as stipulated by the Act. While it is not possible to obtain ISO 9001 Certification for a business that is still in its planning stages, we anticipate achieving this certification by the end of Phase I of our proposed business plan, by the end of 2024. Overall, our QC/QA plan revolves around rigorous attention to sanitation and hygiene, planning and documentation, and the use of pure inputs and clean processes to create the purest and safest Medical Cannabis products possible.

***39.1 – An overview of the steps to be taken in the manufacturing process to provide high quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise"***

As an Integrated Facility, The Company's QC/QA plan includes areas of Cultivation, Processing and Dispensing. Below, an overview of steps taken to assure superior QC/QA compliance within each phase of operation is presented in table form, accompanied by narrative to elaborate specific details.

| QC/QA Plan assurances            | CULTIVATION  |
|----------------------------------|--|
| <b>High quality</b>              | Superior cannabis genetics including patented cultivars from Breeder’s Best<br>Living soil nutrition using proprietary formulations<br>Optimal LED and solar lighting<br>Smart sensor-mediated environmental control<br>In-house chemical analytics using Orange Photonics Cannabis Analyzer HPLC  |
| <b>Safety</b>                    | Biosecurity program coordinated under contract with Clean Theory<br>In-house microbial testing using PathoSeek qPCR platform<br>Regular inventory audits from Compliance Manager (acting as Quality Control Unit, per 21CFR210)<br>Scientific attention to water activity testing to inform drying and curing SOPs<br>QC/QA compliance with state-approved 3rd party Cannabis Testing Labs |
| <b>Potency</b>                   | In-house analytics using Orange Photonics Cannabis Analyzer HPLC<br>In-house microbial testing using PathoSeek qPCR platform<br>Living soil nutrition<br>Optimal lighting & environmental control  |
| <b>Stability</b>                 | Integrated Pest Management (IPM) program to prevent and mitigate pests and disease<br>Biosecurity program coordinated under contract with Clean Theory<br>In-house microbial testing using PathoSeek qPCR platform   |
| <b>Lifespan</b>                  | Integrated Pest Management (IPM) program<br>Biosecurity Program  |
| <b>Consistency among batches</b> | In-house analytics using Orange Photonics Cannabis Analyzer HPLC<br>QC/QA compliance with state-approved 3rd party Cannabis Testing Labs<br>Rigorous Standard Operating Procedures<br>Optimal lighting & environmental control   |

Cannabis genetics. Assuring quality and consistency in medical cannabis starts with propagation of high quality, reliable genetics that produce predictable quantities of

cannabinoids, terpenes and other bioactive molecules. Predictability in botanical production directly leads to predictability and precision in the solventless collection or chemical extraction of those bioactive compounds from the resin of the cannabis flower. Quite contrary to the prominent thinking that steers most cannabis marketers – within not only the illicit markets but also the state-legal, fad-chasing multi-state operators – quality of cannabis flower for medical purposes is not dictated solely by THC content. When it comes to cannabis and its THC content, that idea that *more* always means *better* has been grossly overstated. The medicinal value of cannabis is not solely due to THC, yet THC is the primary cause of unwanted or problematic psychoactive side effects.

Our company, led by cannabis scientist Dr Gregory Gerdeman, Ph.D. (CEO/CSO) recognizes that there are more accurate ways to understand medical cannabis. Scientists have begun to recognize that minor cannabinoids, as well as the aromatic terpenes, are important players in the ability of cannabis to produce a diversity of flavors, effects and medicinal benefits. Our Company will be a leader in offering science-based Medical Cannabis products, because the Company's CEO/CSO has been a leading researcher in this field for over 20 years. He is also an educator, having authored multiple popular book chapters on the subject of how cannabis affects the brain. He knows that while it is one thing for companies to *talk* about minor cannabinoids and the diverse bouquets of bioactive terpenes that *can* be found in cannabis, it is quite another thing to reliably cultivate cannabis that contains these noteworthy “minor” molecules in meaningful amounts.

### **Exclusive Partnership with Breeder's Best**

Cannabis grown by the Company will include patented varieties propagated under license agreement from Breeder's Best, a company formed by globally-recognized experts in the legal, medical and botanical aspects of cannabis, including Medical Director Ethan Russo, MD, who is a longtime colleague and collaborator with our Company CEO/CSO. Along with Dr Russo, Breeder's Best is directed also by celebrated author/botanist Robert Clarke, whose contributions in the field of cannabis breeding and horticulture are internationally renowned, and Dale Hunt, JD, Ph.D., a lawyer and plant molecular biologist, who is the leading voice in intellectual property rights within the cannabis space, having filed over

1000 patents in 30 different countries. The mission of Breeder's Best is to provide truly distinctive cannabis varieties that highlight minor cannabinoids and uniquely therapeutic terpene profiles. Our decision to partner with Breeder's Best is part of our commitment to Quality Assurance, guaranteeing that Alabama patients will have access to Medical Cannabis products that preserve the truly distinctive value of these special and proprietary plant genetics.

Living soil and sungrown. Our team, led by Master Grower Robert Tornello and CEO/CSO Dr Greg Gerdeman, Ph.D. understand that cannabis grows best in organic, living soil and fed by natural inputs and natural sunlight. Thus our QC/QA plan includes rigorous attention to consistency and standardized practices in our soil formulations, compost teas and other organic feeds, and light exposure. Supplemental lighting in the form of high efficiency LED fixtures, which are tunable to emit ideal spectra (wavelengths) for either vegetative or flowering growth cycles, will be employed during shorter day lengths or anytime weather conditions include darkened skies that drop below optimal photon density to support robust and consistent growth.

Biosecurity (Sanitation and Hygiene). The Company is contracting with Clean Theory, a leading cannabis biosecurity company, to assist in managing a comprehensive and proprietary program of industrial sanitation and hygiene at our Cultivation and Processing facilities. As a member or advisor to multiple industry bodies dedicated to developing consensus safety standards in the cannabis industry, our CEO/CSO Dr Gerdeman is dedicated to the proposition that Quality Control starts and ends with keeping the work environment clean and safe. The Clean Theory program is unsurpassed in preventing crop failures and testing failures within a rigorous medical cannabis regulatory environment such as the one promulgated by the Alabama Medical Cannabis Commission.

The Clean Theory biosecurity program primarily utilizes chlorine dioxide (ClO<sub>2</sub>) as the safest, most effective chemical agent available for sanitation and disinfection in an active greenhouse and processing environment. More specifically, Clean Theory employs a Land,

Sea and Air approach to fighting environmental pathogens in cannabis facilities, which can be briefly summarized as follows:

Land: Cultivation and processing areas are kept hygienic with daily cleaning using protocols of applying pathOx, a proprietary generator of ClO<sub>2</sub>. ClO<sub>2</sub> is EPA-listed as an approved sanitizing agent for nonporous hard surfaces, and all floors will be regularly cleansed with pathOx as part of the Company's hygiene SOPs.

Sea: Once monthly, Clean Theory technicians will visit the Company's cultivation facility to conduct routine testing and if necessary, sanitation of fertigation lines used in the irrigation of cannabis plants. In this setting, pathOx will be formulated at a concentration that is EPA listed as drinking-water safe, and poses minimal risk from occupational exposure during formulation by experienced technicians. ClO<sub>2</sub> generated by pathOx is far safer than alternative sanitation chemicals such as bleach and hydrogen peroxide, in terms of worker safety, plant safety and corrosive action on hard surfaces. The use of pathOx to maintain fertigation lines free of contaminating microbial biofilms is described further below under the description of Kemio sensors used to assess operational cleanliness.

Air: Clean Theory employs another proprietary product called odorOx, which is used for deodorizing air within air handling systems. On a given testing day, odorOx will be formulated in a custom tank that will be permanently situated directly adjacent to air intake, and will volatilize into the air handling pathway. Again, levels of ClO<sub>2</sub> generated will be well below levels considered hazardous by EPA, as ClO<sub>2</sub> is recognized to be safe at much higher concentrations than other widely used industrial sanitizers.

#### Integrated Pest Management (IPM).

The Company will employ a comprehensive IPM strategy based on our years of experience in agronomy, biology and cannabis cultivation specifically. This will include: Cultural Practices and Biocontrol Practices.

**Cultural Practices:** The most important aspect of IPM and indeed any QA/QC plan as it pertains to cultivation is to maintain a clean working environment. To this end, cultural practices of IPM will include sanitized changing areas where clean scrubs and appropriate PPE are donned prior to entry. Ingress will require sanitizing sprays applied to all footwear. At any time that trimming is occurring, shears will be sanitized between every plant. In

general, the cultural practices of IPM can be summarized by the statement that workers should always presume that an infectious contagion or pest is present, and act accordingly to limit the spread of that pathogen or pest. In addition, Company SOPs will include regular scouting to identify pests or pathogens such as molds and mildews at the very first sign of occurrence.

**Biocontrol Practices:** Cannabis in the flowering phase must not be exposed to any chemical pesticides that could leave residue on the sticky inflorescence that will be extracted for medicine. Rather than using any chemical pesticides, the Company will utilize an array of beneficial organisms that are well established as best biocontrol agents for cannabis cultivation. These will include, but may not be limited to:

Beneficial nematodes – applied to soil to control larval gnats, thrips, root aphids and other soil-born species

Predator mites (*Persimilis*, *Swirskii* and other species)– applied to canopy either as a preventative measure or proactive response to evidence of pests, especially the two-spotted spider mite and white fly eggs

*Orius* minute pirate bugs – released locally to combat thrips

Parasitic wasps or green lacewings – released to control aphid populations

Achieving quality assurance with instrumentation.

| Instrument                     | Purpose   |
|--------------------------------|---|
| Environmental sensors          | optimizing light intensity, temperature, relative humidity, air exchange for consistency and quality                  |
| Orange Photonics HPLC          | Quantifying cannabinoid potency, qualitative terpene measurements. Guiding flower maturation and product development. |
| AriaMx Real-Time PCR           | Microbial detection using PathoSeek platform  |
| AquaLab 3 Water Activity Meter | Ensure optimum water activity to preserve cannabis and medical cannabis products by preventing microbial growth       |
| Pollen Sense sensors           | Early detection and prevention of environmental pathogens   |

|   |  |
|---|--|
| Kemio amperometric sensors for chlorine | Optimizing sanitation of fertigation/watering system |
|---|--|

Attention to detail in all phases of the operation includes scientific instrumentation appropriate for modern precision agriculture, and specific to the needs and challenges of manufacturing medical cannabis to the cGMP standards of drug manufacturing following ISO 9001 standards and Title 21 of the Code of Federal Regulations, part 210 (21 CFR 210). Key sensors and instruments to be employed within The Company's science-based QC/QA plan are indicated in the table above and described briefly as follows:

Environmental sensors. Several types of environmental sensors will be employed to maintain the greenhouse in optimum conditions, with capability for real-time remote monitoring and paperless record keeping. These especially include temperature and humidity sensors, light sensors which can trigger LED supplemental light banks, and carbon dioxide sensors.

High performance liquid chromatography (HPLC). As a workhorse of the Company's in-house QA/QC plan, we will employ the Orange Photonics Light Lab3 High Sensitivity Cannabis Analyzer HPLC system. The Light Lab 3 HS is a recently updated version of the most user friendly and widely used HPLC system specific to cannabis cultivation and processing. It will be maintained in a dedicated environment within our climate controlled Processing Lab, and can provide quantitative detection of cannabinoids with precision equal or even superior to commercial cannabis testing labs. Our CEO/CSO Dr Greg Gerdeman has extensive experience with chromatographic methods, including HPLC.

AriaMX Real-Time PCR. With sensitivity and specificity superior to traditional culture plate methods, real-time quantitative PCR is increasingly realized as the technology standard for detecting molds and other microbial pathogens in cannabis, including *Aspergillus* species, coliform bacteria and other species for which Alabama regulations allow zero tolerance in medical cannabis products. The AriaMX system is chosen in consultation with Medicinal Genomics (MG), a leader in cannabis genomics and pathogen detection. The Company has opened an account with MG and will utilize their PathoSeek platform as a source of proprietary protocols and reagents (e.g., qPCR primers) as a foundation for the microbial detection arm of our in-house QC/QA plan. SOPs are under



development for routine pathogen surveillance during cultivation, with a current tentative plan to conduct 36 samples per 2 weeks, plus additional testing if any microbial hot spots are suspected. The PathoSeek platform will allow our in-house microbial testing to equal or surpass the sensitivity of State Testing Laboratories.

AquaLab 3 Water Activity Meter. As in all food and pharmaceutical development, the most important variable to control in the manufacture of safe, pathogen-free medical cannabis is the vigilant control of moisture. While many cannabis industry operators rely on inexpensive handheld refractometers to measure moisture levels, this is not sufficient to quantify Water Activity (Aw), a more important variable that describes the water that is actually available for microbial growth. The AquaLab 3 Water Activity meter is capable of quantifying Aw in cannabis flower as well as in complex consumable matrices such as in our chewable cuboid products and lozenges.

Pollen Sense sensors. As part of our partnership with Clean Theory, a leader in biosecurity for the cannabis industry, The Company will utilize Pollen Sense, the world's only automated sensor network that provides live pollen and mold counts. Pollen Sense will be used during periodic review of our hybrid greenhouse interior environments, allowing us to continually assess our effectiveness at sheltering cultivation spaces from airborne fungal spores in the environment. We will also be able to use this data over time to identify threshold levels of mold and mildew spores that will be considered a high risk for germination events and can trigger an increase in our proactive air filtration and surface sanitation protocols.

Kemio amperometric detection platform. The Kemio sensor platform will also be utilized by Clean Theory technicians during monthly hygiene treatments of fertigation (watering) lines in the Company's cultivation facility. In short, fertigation lines will be treated with pathOx, a proprietary chlorine dioxide (ClO<sub>2</sub>)-generating product, at concentrations that are EPA listed as safe for drinking water. This treatment protocol will maintain watering lines as free from biofilms, while remaining perfectly safe for cannabis watered by those lines. Subsequent to pathOx flush, Kemio digital sensors, along with Lissamine Green colorimetric detection methods, will be used to measure ClO<sub>2</sub> at the run-end of fertigation lines. Both methods are EPA standard practice. Because the ClO<sub>2</sub> will only interact and degrade upon contact with organic material (i.e., biofilm-forming

microbes to be eliminated), once the lines are set up and functioning under normal, clean operating conditions, applying pathOx at a level of 0.8ppm at the front of the line should lead to 0.8ppm ClO2 detected also at the end of the line... thus verifying the absence of disease-causing biofilms and other microbes that would oxidize the molecule.

Most of the same instrumentation used for QC/QA during cultivation will also be used in the Processing lab. Other important elements of quality control and assurance, including are retail dispensing sites, are listed in the following tables, and self explanatory.

| QC/QA Plan assurances            | PROCESSING   |
|----------------------------------|--|
| <b>High quality</b>              | Proprietary solventless methods: no volatile hydrocarbons<br>Top quality pharmaceutical grade excipients only<br>Scientific approach based on FOCUS and ISO 9001 standards<br>Routine process reviews to refine and maintain best practices  |
| <b>Safety</b>                    | Lack of toxic volatile solvents<br>Biosecurity program coordinated under contract with Clean Theory<br>In-house microbial testing using PathoSeek qPCR platform<br>Procurement standards for pharmaceutical-grade excipients<br>Scientific approach to water activity testing using AquaLab 3 A <sub>w</sub> meter |
| <b>Potency</b>                   | In-house chemical analytics using Orange Photonics Cannabis Analyzer<br>HPLC system<br>QC/QA compliance with state-approved 3rd party Cannabis Testing Labs<br>Proprietary “cryo-kief” techniques for optimal preservation of bioactive compounds  |
| <b>Stability</b>                 | In-house microbial testing using PathoSeek qPCR-based analytical platform<br>Regular inventory audits from Compliance Manager (acting as Quality Control Unit, per 21 CFR 210)   |
| <b>Lifespan</b>                  | Scientific approach to water activity testing using AquaLab 3 A <sub>w</sub> meter<br>Nitrogen packing SOP to maximize shelf-life stability<br>Contract relationship with state approved Cannabis Testing Lab for stability testing  |
| <b>Consistency among batches</b> | In-house chemical analytics using Orange Photonics Cannabis Analyzer<br>HPLC system  |

|  |  |
|--|--|
|  | <p>Rigorous, best in class SOPs for formulation</p> <p>Inventory audits from Compliance Manager (Quality Control Unit)</p> |
|--|--|

| <b>QC/QA Plan assurances</b>     | <b>DISPENSING</b>  |
|----------------------------------|--|
| <b>High quality</b>              | <p><i>Here, QC/QA involves the patient safety, privacy and respectful experience</i></p> <p>Assured HIPAA compliance in all aspects of data security and retail experience</p> <p>Smooth Point-of-Sale interface with Patient Registry utilizing Seed &amp; Beyond software platform via METRC</p>   |
| <b>Safety</b>                    | <p>Compliance with METRC tracking system to assure seed-to-sale chain of custody</p> <p>Rigorous SOPs for product traceback and recall</p> <p>Patient consumer education spearheaded by Company CEO/CSO and Advisory Board, including how-to-read Certificates of Analysis (COAs)</p> <p>Patient privacy protections via SOPs on HIPAA compliance</p> <p>Approved tamper-evident packaging</p> |
| <b>Potency</b>                   | <p>Inventory audits and inventory control using Seed &amp; Beyond ERP software to ensure proper potency products are stocked at all times</p> <p>Interfacing with state Patient Registry to assure patient purchases match physician recommendations</p> <p>Guaranteed batch-specific COAs available to patients and caregivers</p>  |
| <b>Stability</b>                 | <p>Environmental controls optimizing all secure storage containers used during transit and at retail locations</p>   |
| <b>Lifespan</b>                  | <p>SOPs for returning expired products to cultivation for compliant disposal</p>   |
| <b>Consistency among batches</b> | <p>SOPs for ensuring a consistent customer experience</p> <p>Staff trained in product uses and recommendations</p> <p>QC/QA program integration across Cultivation-Processing-Dispensing, using both METRC and Seed &amp; Beyond software platforms</p>  |

***39.2 – A plan for performing, at its own expense after licensure, quality control and testing of a qualified sampling (as defined in Chapter 10 of the Rules) of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled and sealed. Such testing shall be conducted by the State Testing Laboratory (as detailed in Chapter 10 of the Rules). The plan shall include, but is not limited to, the following:***

- o What tests will be conducted, if any, at each stage or stages of production.***
- o Whether the testing at each stage will be in house, unofficially by private testing through a State Testing Laboratory, or solely by official testing through a State Testing Laboratory."***

The Company will comply strictly with Alabama code and regulations requiring the involvement of a State Testing Laboratory to conduct independent QC testing of samples collected randomly by batch of both cannabis (i.e., during cultivation and post harvest) and medical cannabis. Medical cannabis in this sense includes primary extracts that are to be considered works-in-progress, which must obtain passing tests from a State Testing Laboratory before proceeding to formulation into final medical cannabis products to be packaged for sale. The Company's scientific team will work closely with one or more State Testing Laboratories to assure that statistically-valid sampling methods are utilized in obtaining necessary samples for compliance. Any State Testing Lab personnel who may participate in the physical collection of said samples must strictly adhere to all biosecurity protocols in place at the Company's cultivation and processing facilities, including that no visitors who have already visited a different cannabis cultivation facility on that same day will be allowed entry into restricted cultivation spaces under any circumstances.

The collection of samples for testing by State Testing Laboratories will occur at a minimum at every checkpoint required by Chapter 10 of the Rules. Our protocols as drafted and briefly summarized here will be adapted as necessary to maintain strict compliance.

Testing iterations will include cannabis flower sampled either immediately prior to harvest or in homogenized batches of ground harvested flower, in batch sizes presently determined by the Company to be 50 lbs of projected dry weight per batch of the same cannabis cultivar. In addition, samples of each batch of primary extract intended for a singular batch of finished product will be collected for or by State Testing Lab personnel, as based on final agreements to be determined, for a full panel of potency, microbial contaminants, heavy metals, residual pesticides and any other mandatory test required by AMCC for the work-in-progress extract to be released for use in product formulation. Lastly, finished and packaged products will be sampled randomly using statistically valid sampling methodologies, and submitted to State Testing Labs within its final packaging, to be tested for compliance with all testing guidelines.

The Company leadership understands that in addition to complying strictly with mandatory QC testing conducted by a state-approved 3rd party State Testing Laboratory, a true commitment to product safety and performance requires a scientifically-guided QC/QA program that includes in-house analytical chemistry and microbiology testing technologies. In fact, our Company distinguishes itself by having a career scientist as the founding CEO and Chief Scientist (CEO/CSO), Dr Greg Gerdeman. His expertise and training have taught him that proper experimental design is everything. Unfortunately, knowledge of proper experimental design is desperately lacking within the cannabis industry, and too often it reveals itself in companies being unwilling to invest sufficiently in quality control until it becomes too costly *not* to. Of particular importance, Dr Gerdeman has a deep knowledge of how to methodically conduct product sampling in order to accurately assess a large amount of material from a relatively small number of sample data points. This is incredibly important for being able to measure cannabis potency in order to formulate with the level of precision required by Alabama law, and also for the surveillance of pests, diseases and any potential contamination of medical cannabis products, at all stages of manufacturing.

To this end, the Company scientific team, under leadership of the CEO/CSO and Processing Director, will utilize the aforementioned suite of instruments to conduct in-house QA/QC testing at the following time stages of production as indicated below.

1. In cannabis flower prior to harvest. The LightLab 3 HS Cannabis Analyzer will be utilized regularly to quantitatively measure cannabinoid potencies as they mature in the inflorescence during the flowering cycle. The LightLab 3 HS also allows for qualitative identification of major terpenes, including a ranking of terpene profile dominance within different cultivars. This is a key distinguishing predictor of therapeutic value of cannabis and resulting medical cannabis products. Scientifically guided sampling SOPs will allow the Company to determine ideal harvest times for each and every cultivar when propagated at our latitude and in our specific conditions. This builds predictability that, in turn, makes extraction protocols more predictable, repeatable and standardized.
2. In homogenized ground cannabis prior to extraction or wholesale to independent processors. Quantifying cannabinoid contents in batched, ground cannabis prior to wholesale or processing assures accuracy. Homogenized batches will also be assayed for Water Activity to guarantee stability during storage and optimal extraction settings. Accurate measurements are critical for guiding process development and tracking extraction efficiencies. Different cultivars and batches will warrant different ideal pressure settings, temperatures and flow rates of supercritical carbon dioxide within the Company's Green Mill Parallel Pro CO2 extraction system with Real Time Winterization. The Green Mill machine is unsurpassed in its capability to control and accurately maintain these key extraction parameters. This too is an element of our Company's QC/QA plan and quality guarantee.
3. In work-in-progress extracts. In addition to samples sent to State Testing Laboratory for compliance release, we will conduct in-house sampling to allow for precise formulation of medical cannabis products of state potency.
4. In finished products to verify identity and compare with mandatory State Testing Laboratory data. Both will be used to inform product labeling, with the State Testing Lab data being the definitive source of label values for compliance purposes.

The Company is aware that in multiple other states, rapid timelines and brief application windows have resulted in a lack of qualified state-approved testing labs in the early stages of legal medical cannabis programs, causing delays in serving patients, and expensive losses

to operators. While we support and fully understand the need for independent 3rd party testing, our team has designed an in-house QC/QA program with sufficient rigor to meet all state requirements regarding product potency and microbial contamination. If no state testing laboratory should become available for QA testing in a timely manner, applicant will seek a variance from the AMCC that would allow us to bring products to market based on our own internal testing using validated and auditable analytical methods, which will otherwise meet all state requirements including batch tracking and complete chain of custody entered into the approved tracking system METRC. While we will not have sufficient in-house technology to quantify heavy metals or residual pesticides, none will be present in our cannabis, which can be supported by obtaining soil sample tests (free of cannabis plant material) from laboratories that serve agriculture generally.

39.3 – A plan for return and remediation or destruction of any failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System.

It warrants saying that when it comes to compliance and product safety, prevention is the best method. To prevent compliance failures, the Company will primarily rely on a comprehensive sanitation and hygiene program that does not cut corners on maintaining cleanliness. This includes the expense of daily cleaning and a contract relationship with biosecurity experts Clean Theory to employ a sanitation platform that is proven, but an added expense to the overall cost of our goods. The price of aggressive prevention is worth avoiding a single significant batch failure.

However, when a sample at any stage of collection by a State Testing Laboratory fails compliance testing at any time, the Company will implement a strategy for how to best remediate or destroy the corresponding batch of product. Product would have already been placed in a quarantine or “product hold” status within the Metrc tracking system, and would be further marked as a failure entering remediation protocols. We would also implement a heightened internal testing response to verify and monitor the scope of the problem immediately.

In cases of a borderline mold/mildew failure, we will verify permission to proceed with the extraction process of part of the batch identified for remediation. Even in an all-CO<sub>2</sub> process this is expected to reduce or eliminate microbial contamination because of the intense environment of rapidly changing pressures that will work to tear apart any microbe within the extraction vessels.

Secondly, or if experience dictates that our methods are not toxic enough to constitute a “kill step,” we will attempt to sell the material marked for remediation to a processor who is willing to accept such marginally contaminated ground flower, based on their use of processing methods that contain more powerful kill steps, such as an extraction using pure ethanol or butane/hydrocarbon extraction methods. The methods for properly documenting such a transfer in METRC will come down to identifying an appropriate transfer template within the platform. This contingency will be pursued prior to licensure so that we have draft contracts in place with potential buyers, and clarify documentation procedures with a METRC representative.

Otherwise, and in all cases of severe contamination, an entire batch will be destroyed according to the Company’s Waste Management SOPs, which include rendering the product unrecognizable prior to disposal, and documenting it as destroyed in METRC. The correct and long term solution to batch failures must be to improve sanitation and hygiene, not to rely on remediation of medical cannabis destined to vulnerable patients by any vendor.

Other remediation options that exist are known to us, but so are major problems inherent in their use. Such options will be considered only if absolutely necessary based on unforeseen and unexpected future circumstances. These options include:

- Irradiation, which requires an expensive unit and workplace risk of exposure, although irradiation is widely accepted and used for sterilizing pharmaceutical drugs.



- Ozone, which requires 24 hour treatments of very small batches. In our study of the method, ozone has not proven effective, and likely converts some terpenes from cannabis into potentially dangerous reactive aldehydes.
- Vaporized hydrogen peroxide. Again, this is conducted in relatively small batches, and it is unsafe, requiring heating the H<sub>2</sub>O<sub>2</sub> above 250deg F.

# Exhibit 40 – Contamination and Recall Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:  
*Michael Bruce*

12/30/22

**Signature of Verifying Individual**

**Verification Date**

**PART VIII. – QUALITY CONTROL & TESTING**

**Exhibit 40 – Contamination and Recall Plan.**

The Applicant has provided a detailed contamination and recall plan to be followed in the event one or more of its products, including any lots or batches thereof, is determined to require recall. The plan includes all required components for Integrated Facility Applicants:

- 40.1 – Provisions for notifying the originating Processor or Integrated Facility and any other licensee in the chain of custody of an adverse event.
- 40.2 – Factors about an adverse event that would likely necessitate a recall, and any potential for retesting or remediation.
- 40.3 – Responsible individuals or positions within the Applicant’s organization who will oversee the recall process.
- 40.4 – Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System.
- 40.5 – Processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed.
- 40.6 – Processes to report to the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.
- 40.7 – Steps to be taken to avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis products, and to ensure access to said products by those who depend on it.
- 40.8 – Investigation and analysis of the factors that led to the unsafe condition requiring the recall, and any adjustments to internal protocols and processes to avoid recurrence.

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

The Applicants Contamination and Recall Plan was developed by Dr. Greg Gerdeman CEO/CSO and Dr. Amy Hinton, Compliance Training Manager.

Elements of the Contamination and Recall Plan mandate strict adherence to tracking protocols, to include:

- Log of persons entering and exiting each area of the facility;
- Log of all soil, pots, food, and inputs into the plant during its lifecycle;
- Proper batch recording during harvest, post extraction, and the manufacturing process;
- Accurate tracking at the point of sale;
- Create a reportable chain of custody for all inventory items;
- Analyze the product history, potentially isolating details including improper chemical or ingredient handling, under-trained staff, or physical location of products or cannabis materials, any of which may be responsible for an issue leading to the need to recall the final products; and,
- Periodic mock recall exercises.

### **Product Recall Program**

a) The Company will have a documented Product Recall Program that includes:

- Depth of Distribution – Methods and support resources to rapidly analyze and determine the extent of distribution affected: consumer, retail, wholesale or a combination of channels.
- Recall Classification – Procedures that ensure appropriate and rapid assessment and classification of risk level and require the appropriate level and urgency of response (e.g. FDA Class I, II, III).
- Supply Chain Notification – Contact and tracking procedures that verify all consignees in the distribution chain, including related product suppliers, are notified and take appropriate action.
- Regulatory Notification – Procedures for communication with federal, state and local authorities, including the public health department, within 24 hours (sooner as required).
- Public Warning Process – Procedures to assess the need for an alert to the public that a product under recall presents a serious hazard to health. These

warnings are reserved for urgent situations and typically involve collaboration with the FDA.

- Recall Coordinator – A worker with the skills, training, job description and authority to effectively execute the requirements of the position including coordinating team training and mock tests and managing documentation and corrective action.
- Recall Team – Workers, suppliers, third-party professionals and others trained to respond as required by procedures.
- Call List – A contact list that defines the priority of contact for all recall team members, regulators, suppliers, distributors, retailers and others necessary to effectively execute a product recall.
- Product Returns – Communicate the procedure for return of the recalled product from distribution.
- Recall Documentation – Procedures that require documentation of all recall incidents and outcomes.
- Corrective Action – Requirements to investigate root cause and scope of product, problem, complete corrective or preventive actions and improve recall procedures.

### **Traceability System**

- A. The Company will have a documented traceability system that tracks products from the production site to the consumer distribution point.
- B. The Company will be able to identify products by batch number in the production records.
- C. The Company will document supplier inputs and materials used to produce each batch to the maximum extent feasible.
- D. Recall Mock Test
  - a) The Company will conduct a “mock recall” test:

- Within the first year of operation
- Every two years thereafter

b) Mock recalls should include all steps required in the Product Recall Program.

- All associated supplier records, sales information, shipping details, contact lists, etc., should be available for use.

c) Results of the mock recall will be analyzed and corrective action will be taken and documented.

d) Mock recalls should include worker training on recall procedures and the resources needed to complete a successful test.

### **Complaints Procedure**

a) The Company will follow a documented complaints procedure to ensure all complaints are recorded, evaluated and followed up.

b) Procedure will include a defined timeline for response to complaints, persons responsible for complaint procedures and actions taken.

c) Procedure will indicate methods for resolution of complaints, including corrective action required in the production process.

d) The Company shall retain complaints records for two years; do not destroy complaints records related to open litigation or active product recall.

Flow Charts Exemplars

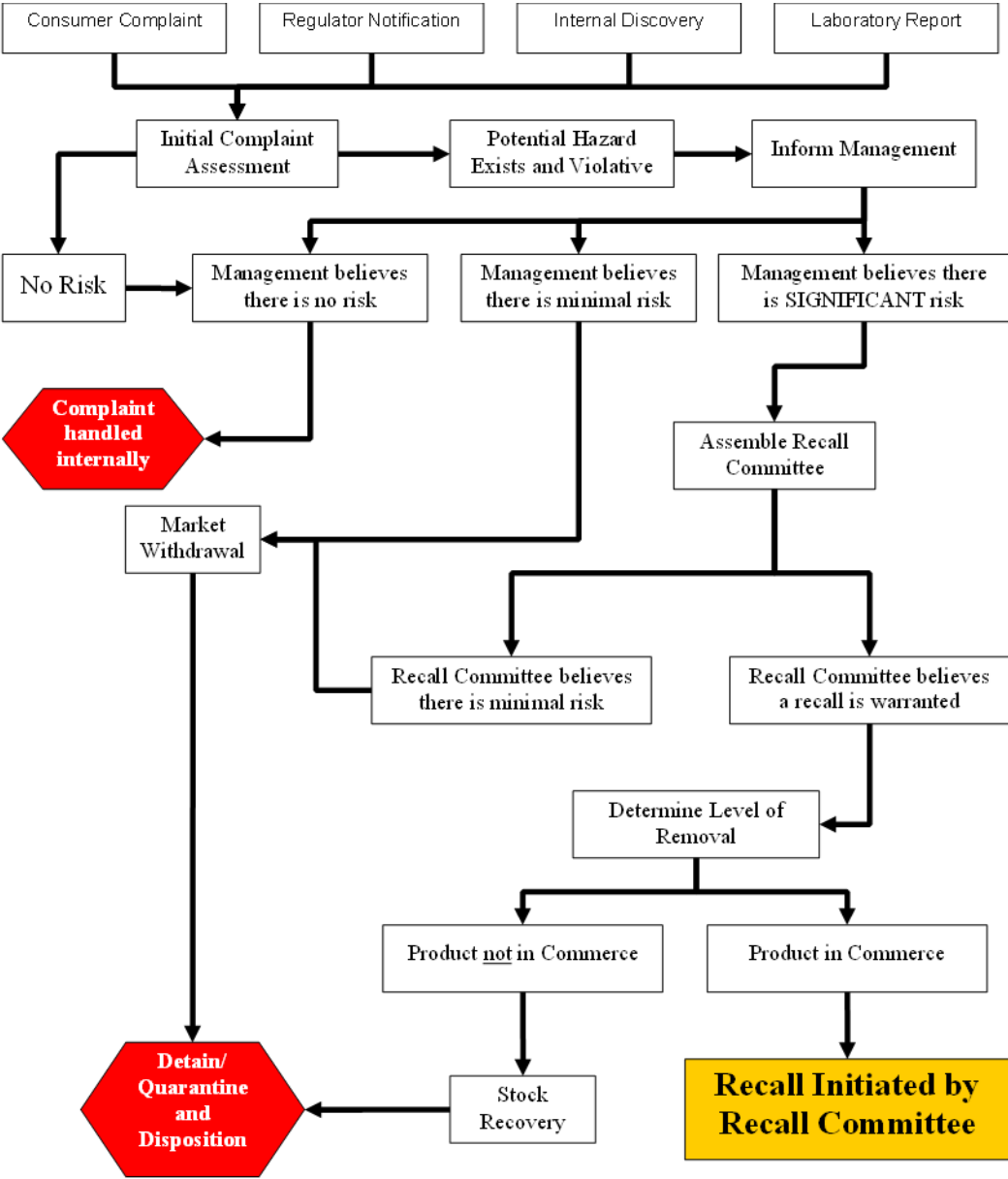
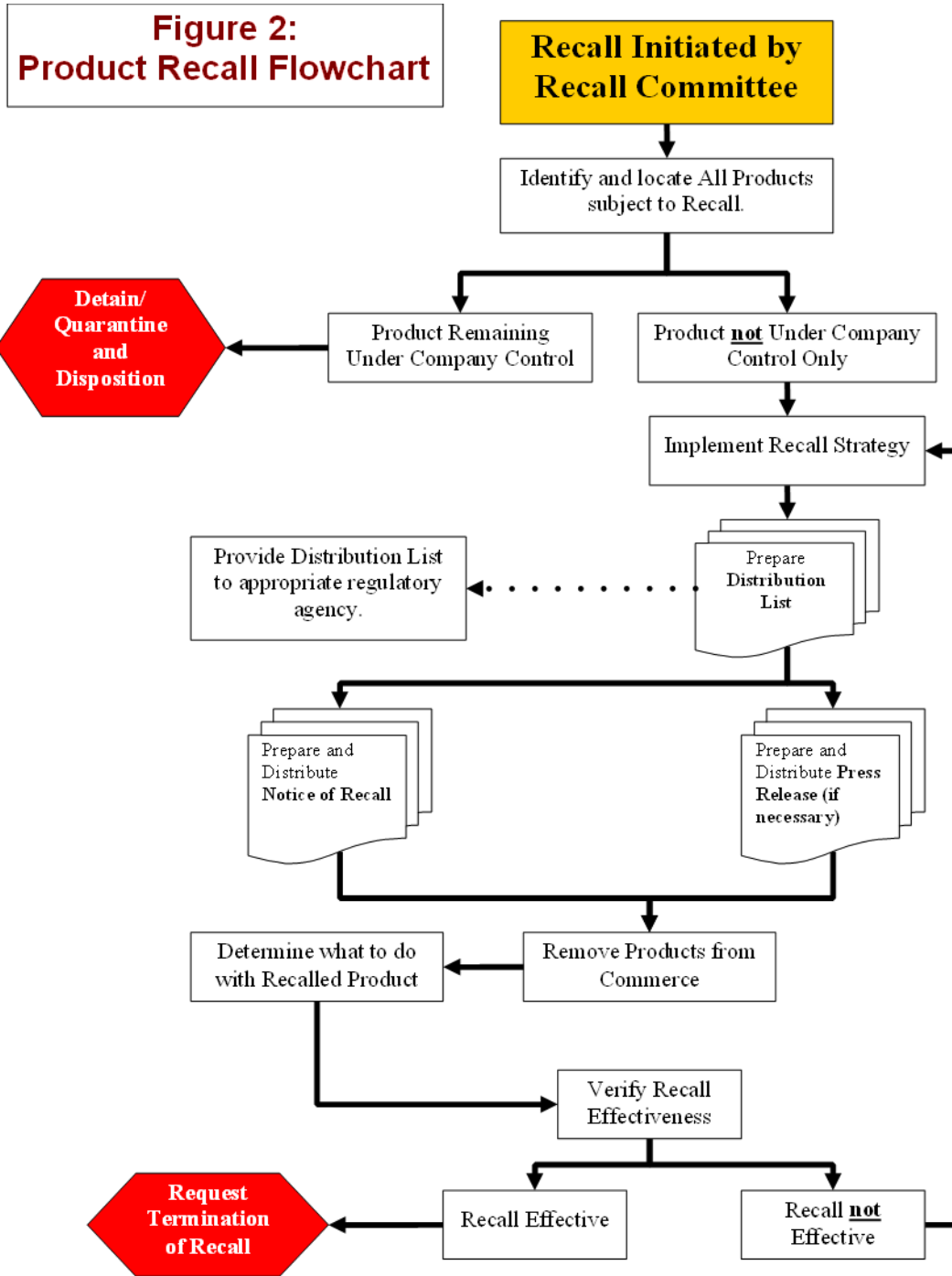


Figure 40.1.1



**Figure 40.1.2 Product Recall Flowchart**



# Exhibit 41 - Marketing and Advertising Plan

## Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Michael Bruce

President

**Printed Name of Verifying Individual**

**Title of Verifying Individual**

DocuSigned by:

*Michael Bruce*

12/30/22

**Signature of Verifying Individual**

**Verification Date**

## **PART IX. – MARKETING & ADVERTISING**

### **Exhibit 41 – Marketing and Advertising Plan.**

The strategy for Amapure's marketing division is a three pronged focus on awareness, education and engagement. Increasing awareness about the availability of medicinal cannabis as a new treatment option in the state of Alabama and Amapure's products and services will advance the mission for improved patient outcomes. We will be diligent in establishing and maintaining an exceptional reputation by providing high-quality products, being responsive and helpful to customer needs, being a responsible corporate citizen and providing excellent customer service. Education is the bedrock of building a responsible medicinal cannabis market in Alabama, therefore Amapure will establish a firm foundation to responsibly inform customers through our community partnerships and earn a strong and loyal customer base. And finally engagement is the ultimate goal of Amapure's Community Engagement Plan. The primary channel to reach qualified patients is by educating and supporting advocacy organizations, physician networks and medical professionals. The details of those engagements are outlined below in the Company's Community Engagement Plan.

The Company engaged a healthcare consultant to project the number of people with qualifying conditions who may be eligible for the program over the next three years. Based on that analysis, and by executing the marketing strategies outlined, the Company aims to reach 100,000 patients with disease sets eligible for medical cannabis under the Darren Wesley "Ato" Hall Compassion Act of 2021.

#### **Community Engagement**

The Applicant recognizes the importance of actively involving and collaborating with members of Alabama's established medical advocacy organizations and the patient and caregiver communities we both serve. Our Community Engagement Program is designed to promote diversity, equity, and inclusion as core values as it aims to raise awareness about medical cannabis while combating negative stereotypes surrounding the plant.

The Company defines Community Engagement as:

- 1) **Active participation in activities important to the city or town where our facilities are located**, this includes incentivizing senior management to hold seats on city activities planning committees, sponsoring civic programs where appropriate, and encouraging employees to participate within the community.
- 2) **Collaboration with the Advisory Council** created by the CEO to give the Company resources that will improve our performance, gain feedback on product offerings, insight into the medical community at large, and council on items of concern to the leadership or Board.
- 3) **A commitment to building trust and fostering authentic relationships over the long term by listening to established medical professional and patient advocacy partners** who have been serving the needs of Alabama patients and caregivers for years and who know well the specific needs of their respective patient populations.
- 4) **Outreach to and education for support groups and foundations that serve disorders that may legally be treated with cannabis.** The Company, with approval by the Alabama Medical Cannabis Commission will produce and distribute information on how to become a registered patient, how the Company products are unique, and education on the historic uses of Cannabis while identifying and accommodating specific issues or barriers for patient populations, including such things as language, location, transportation and time.
- 5) **Engagement on the state and national stages to actively support social justice reforms** for the cannabis industry and stand up for injustice.
- 6) **Dedication to being a responsible employer** who values and invests in our employees, is committed to creating a transparent, positive and inclusive workplace culture, and is mindful of our impact on the community and the environment.
- 7) **Establish, measure and maintain sustainable business practices** to have a positive social and environmental impact for our communities and our planet.

The Company worked with a marketing professional to review the marketing and advertising opportunities available under the Alabama Medical Cannabis Commission Rules

and Regulations Chapter 4, 538-x-4-.17. The State of Alabama's restrictions on advertising and marketing established by these and other rules make community engagement with patient advocacy, physician organizations and medical professionals the primary conduit by which Amapure will educate and serve Alabama's patient groups for approved qualifying conditions. Amapure engage these partners via:

- Medical Conferences and Trade Shows which provide an opportunity to educate the medical community about Alabama regulations, cannabis research and products suited to specific patient populations.
- Amapure's Continuing Medical Education Institute, an online education and CME platform which will be provided via the amapure.com website section titled "Physician Portal" and will provide on-demand education, journal articles and medical literature for registered, Alabama-approved physicians.
- Professional Medical Society Conferences & Meetings during which Amapure will educate healthcare professionals.
- Special Events sponsored and supported by Amapure in coordination with our community outreach partners such as health education events and workshops, community health fairs, and other initiatives.

The following is a list of patient outreach organizations identified as prospective partners based on their ongoing work with patient populations for qualified conditions.

- Autism Spectrum Disorder (ASD) - Autism Support of Alabama: Autism Support of Alabama seeks to improve services for individuals with Autism Spectrum Disorders (ASD) and their families through education and advocacy.
- Cancer-related conditions - American Cancer Society in Alabama: The American Cancer Society in Alabama offers information, resources and many local programs and services to help Alabamians and their families during and after cancer treatment.
- Crohn's Disease - Chron's & Colitis Foundation: Alabama/NW Florida Chapter: a non-profit, volunteer-driven organization dedicated to finding the cures for Crohn's

Disease and ulcerative colitis. Headquartered in Birmingham, AL, this chapter serves all of Alabama and the Florida Panhandle.

- Depression, Panic Disorder and Post Traumatic Stress Disorder (PTSD) - Disabled American Veterans of Alabama: dedicated to empowering veterans to lead high-quality lives with respect and dignity; National Alliance on Mental Illness (NAMI) Alabama: NAMI Alabama is a nonprofit organization dedicated to improving the lives of all individuals affected by mental illness by providing peer-led education, support, and advocacy programming, all at no cost to the community.
- Epilepsy or a condition causing seizures - Epilepsy Foundation Alabama: provides programs and services that support people and families impacted by epilepsy.
- HIV/AIDS-related nausea or weight loss - AIDS Alabama: Located in Birmingham, AIDS Alabama focuses on housing, policy and advocacy, supportive services, HIV/STI prevention and education, as well as free and confidential HIV/STI testing.
- Parkinson's disease - Parkinson Association of Alabama: The mission of the Parkinson Association of Alabama (PAA) is to improve the quality of life for patients, caregivers and families in Alabama affected by Parkinson's disease.
- Sickle Cell Disease - Sickle Cell Disease Foundation: local/regional chapters in Alabama: The Alabama Department of Public Health maintains a referral directory for the various local and/or regional chapters of the Sickle Cell Disease Foundation. Through these local organizations, Alabamians living with sickle cell disease and their loved ones can access free sickle cell disease education, testing and counseling services.
- Spasticity associated with a motor neuron disease, including Amyotrophic Lateral Sclerosis (ALS) - The ALS Foundation: The mission of The ALS Association is to discover treatments and a cure for ALS, and to serve, advocate for, and empower people affected by ALS to live their lives to the fullest.
- Spasticity associated with Multiple Sclerosis (MS) or a spinal cord injury - National Multiple Sclerosis Society - Alabama, Louisiana & Mississippi Chapter: The National MS Society- AL, LA and MS Chapter helps each person affected in this geographic area to address the challenges of living with MS by raising funds for cutting-edge research, driving change through advocacy, facilitating professional education and

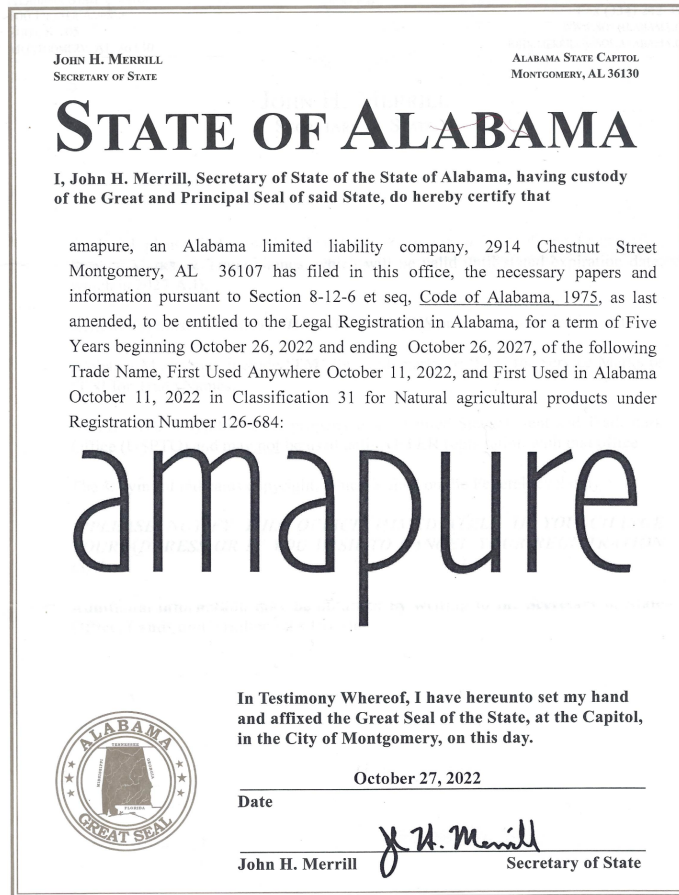
providing programs and services that empower people with MS and their families to move their lives forward.

- Tourette Syndrome - Tourette Syndrome Local Support and Resources: state and local chapters and support groups provide local support across the nation for families, individuals, and adults with Tourette Syndrome and Tic Disorders and the professionals who serve them.
- Pain Conditions - US Pain Foundation: a national nonprofit organization dedicated to serving those who live with conditions that cause chronic pain, as well as their caregivers and care providers; National Pain Advocacy Center whose mission is to fight barriers to medication and care, uplift people with pain and expand available treatment and services.

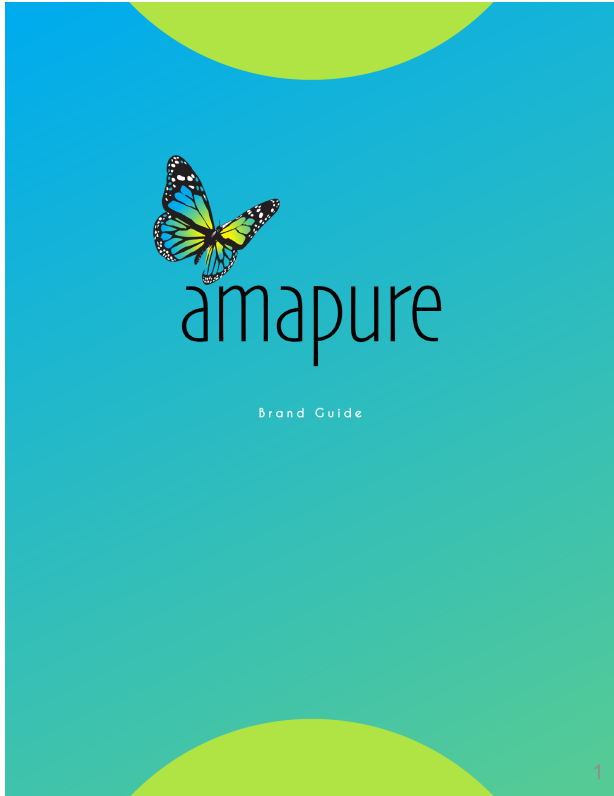
While traditional media channels will not be used to advertise specific products and services per Alabama rules and restrictions, these channels can be an effective tool to promote the events and initiatives co-sponsored by our community partners via public service announcements and community calendars.

**• 41.1 – Any proposed logos, branding, messaging, or other marketing or advertising communications.**

Alabama Always LLC has successfully trademarked the brand name Amapure. This unique and memorable brand name will be used to represent the company's line of high-quality medicinal cannabis products.



The Amapure Design Guide describes the visual and verbal elements that make up Amapure's identity including our name, logo, colors, typography, graphics, and other design elements. All elements are designed to reflect the company's values of purity and safety that are at the heart of our commitment to providing Alabama patients with the highest quality products and services. By following these guidelines, we can ensure that our brand is consistently and effectively represented across all of our marketing materials and communications - whether you are a member of the Amapure team or an external partner.



LOGO

The Amapure wordmark and brandmark is an important expression of our brand identity because the wordmark is such a recognizable and highly visible brand asset, it is vital that it is always applied consistently.

Please make sure not to place other elements too close to the logo, it needs its "space" to express itself.



amapure

Brand Guide - 3/5

TYPOGRAPHY

Skia is a humanist sans-serif typeface which was modified with not only a larger +0.586 weight but also larger character width +0.752. Century Gothic is a complimentary secondary font.

Primary Font

Skia

ABCDEFGHIJKLMN  
OPQRSTUVWXYZÄÅ  
abcdefghijklmnopqrstuvwxyz  
rstuvwxyzäåéïöü&  
1234567890(\$£.,!?)

(REGULAR)

Secondary Font

Century Gothic

ABCDEFGHIJKLMN  
OPQRSTUVWXYZÄÅ  
abcdefghijklmnopqrstuvwxyz  
rstuvwxyzäåéïöü&  
1234567890(\$£.,!?)

(REGULAR)

amapure

Brand Guide - 4/5

COLOR

There are 6 primary colors. Use these color palette across all communications including all internal and external visual presentations, flyers, brochures and social media graphics.

Primary Colors



- Blue**  
Hex: #00a0ce  
RGB: 0, 172, 238  
CMYK: 1.00, 0.28, 0.00 0.07
- Green**  
Hex: #b1e344  
RGB: 177, 227, 68  
CMYK: 0.22, 0.00, 0.70 0.11
- Yellow**  
Hex: #ffff00  
RGB: 255, 244, 0  
CMYK: 0.00, 0.06, 1.00 0.00
- Turquoise**  
Hex: #50a996  
RGB: 86, 203, 150  
CMYK: 0.58, 0.00, 0.26 0.20
- Space Grey**  
Hex: #71660e  
RGB: 113, 109, 110  
CMYK: 0.00, 0.04, 0.03 0.56
- Black**  
Hex: #231f20  
RGB: 31, 35, 32  
CMYK: 0.00, 0.11, 0.09 0.86

amapure

Brand Guide - 5/5

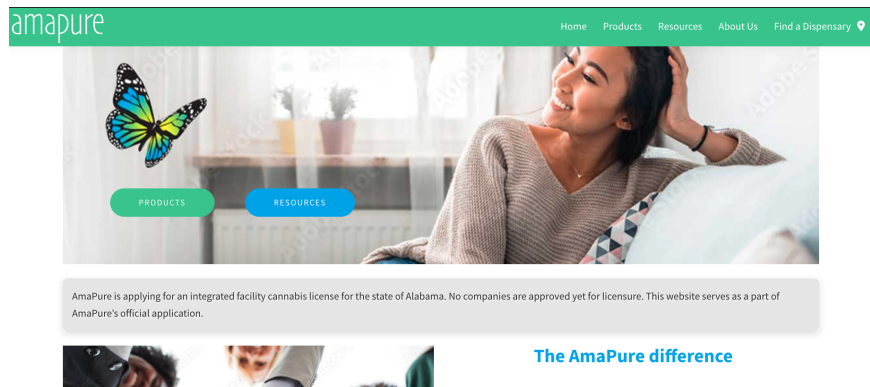


• **41.2 – Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.**

Amapure will host a public website at the URL <http://www.amapure.com>. The website will state clearly on all pages a disclaimer which reads “Amapure is applying for an integrated facility cannabis license for the state of Alabama. No companies are approved yet for licensure” until such time as the AMCC finalizes the decision.

The Amapure website ([www.amapure.com](http://www.amapure.com)) serves all people of Alabama by ensuring accessibility for users with disabilities and non-native speakers. It will focus on three primary audiences: Alabama patients, caregivers and physicians. The website’s objectives include:

- 1) educate patients about current and new Alabama rules for access to medicinal cannabis for qualified conditions
- 2) direct patients to Amapure dispensaries with zip code lookups, physical address information, directional maps (including bus and walking routes), contact information and hours of operation
- 3) provide product information aimed to educate patients on product types and methods for safe and effective use
- 4) host a rich and informative resources section with a physician continuing education portal called the “Amapure Continuing Medical Institute”.



Social Media platforms will also provide

• **41.3 – The identity of any media outlet or third-party individual or entity who is projected to play any role in the Applicant’s marketing or advertising efforts.**

The Company contracted SunDance (<https://sundanceusa.com>) in a fee-for-service engagement to perform preliminary creative development and product packaging design. Sundance is a multi-channel innovative print and marketing solutions company focused on delivering quality cost-effective and timely solutions using its state-of-the-art manufacturing facility.

• **41.4 – Virtual renderings of all packaging to be provided by the Applicant.**

Amapure focused on factors concerning both form and function and considered the following factors when choosing various containers, bottles, tubs, etc for its products:

- Functionality - Amapure products are packaged to ensure the product(s) are protected and stay fresh during transportation and storage. While remaining tamper-evident and child-proof, patients or caregivers will be capable of accessing and using the medicine.
- Brand image: The packaging reflects the brand's values and personality as “pure” which ensures no appeal to minors or children.
- Sustainability: Packaging will be environmentally friendly and easy to recycle to conform to our overall company Sustainability objectives.
- Security: Amapure packages and containers will be child-resistant and tamper evident.
- Cost: The packaging is cost-effective to produce and ship.
- Ease of storage and display: The packaging is easy to store and display in dispensary stores.
- Compatibility with production and fulfillment processes: The packaging works seamlessly with Amapure’s production and fulfillment processes.

- Purposeful Omissions - Amapure packages omit any statements advertising health or therapeutic benefits of medical cannabis.

The following package specifications will serve as a baseline for each product type, however specific products may require modifications to ensure the factors above are considered.

Tincture Packaging Specifications - 1.75" tall x 4.5" wide bottle with clear Soft Touch Laminate label inside 1.5" long x 3.5" tall tuck top/snap lock folding carton with soft touch laminate, 1 side printing only on 18pt C1S cover.



Chewable and Lozenge Packaging Specifications  
- 4" wide x 6" tall x 2" gusset Child Resistant Stand up Pouch with 1mil matte lamination / 48g MetPET / 3mil PE

Topical & Concentrate Packaging Specifications - 1" tall x 5.25" wide container with clear Soft Touch Laminate label inside a 3.125" long x 3.125" wide x 2.25" tall tuck top/snap lock folding carton with soft touch laminate, 1 side printing on 18pt C1S cover.

When Amapure partners with other 'best-in-class' brands, we will ensure all packaging conforms to Alabama standards and regulations specifically outlined in all applicable rules for for § 20-2A-22, Code of Alabama 1975 (as amended).



- 41.5 – Exemplars of all proposed labeling, including labels on packaging, on containers

**and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules**

Amapure is committed to ensuring the safety of Alabama patients. To meet this goal, Amapure products’ packaging, labels and inserts will strictly conform to the Act and AMCC Rules. Specifically product inserts will provide clear, understandable information to our customers.

Labels

All Amapure labels will be securely attached to or printed directly on the product packaging and will contain all required identification information such as lot and batch numbers and license IDs for cultivator and processor. In addition, all labels will quantify cannabinoid and potency information and will include responsible pre-cautions and warnings.

Below are sample product labels for each product category: tincture, chewable, lozenges, topical and concentrate.

Form: Tincture  
 Dose: Each 1mL contains one (1) dose of 10mg THC / 3 mg CBD  
 Expiration Date:  
 Manufactured / Packaged By:  
 Manufacturer License #:  
 Manufacture Date:  
 Batch #:  
 Harvest #:  
 Date Tested:  
 Date Packaged:  
 Testing Lab:  
 Testing Lab License #:  
 Physician:  
 Patient:  
 Date Dispensed:



amapure

Tincture

Sativa  
 For Oral Use Only



THC: X%  
 THC-A: X%  
 CBD: X%  
 CBD-A: X%

Dispensary Name  
 Dispensary License #  
 Dispensary Address



Caution: When eaten or swallowed, the effects and impairment caused by this drug may be delayed.

Ingredients:

Allergens:

Extraction Process / Gases Used: Net weight | XXXmg

**WARNING:** This product is for medical use. Resale or transfer to another person is illegal. This product may be unlawful outside the State of Alabama  
 KEEP OUT OF REACH OF CHILDREN.

Package Inserts

Amapure's package inserts provide detailed information about the specific medication prescribed. It is intended as a resource for health care professionals and consumers to ensure safe and effective use. It helps patients and caregivers understand how to use the medication properly, what to expect from it and prevent adverse reactions.

Each drug package insert contains indications for use, dosage and administration, contraindications, warnings and precautions, and potential adverse effects. It also includes information on the drug's chemistry, pharmacology and clinical pharmacology. Below is an example of a package insert for a 2:1 Tincture.



**PACKAGE INSERT: 2:1 TINCTURE**

**2:1 TINCTURE**

PRODUCT: 500MG Tincture Bottle  
 PER BOTTLE: 500MG THC, 250MG CBD  
 PER DOSE: 1MG THC, .5MG CBD  
 TOTAL DOSES: 500  
 1 Dose = 1 Drop  
 Other Ingredients: MCT Oil

**INTRODUCTION**

This product information insert provides information about Amapure's 2:1 Tincture. Please read it and keep it in case you need to review the information again. Ask your doctor if you have any questions.

2:1 Tincture contains delta-9 tetrahydrocannabinol (THC) and cannabidiol (CBD) extracted from the Cannabis Sativa L. (marijuana) plant. THC is a psychoactive phytocannabinoid which works on the body's internal endocannabinoid system. Cannabidiol is a non-psychoactive phytocannabinoid which works on the body's internal endocannabinoid system.

**CLINICAL PHARMACOLOGY**

The therapeutic effects of cannabis are a result of the interaction of the plant's cannabinoid compounds with the human endocannabinoid system (ECS), a biological system that exists throughout the central and peripheral nervous systems, immune system, and within many other tissues including the gastrointestinal system, reproductive and urinary tracts, endocrine organs, heart, and circulatory system. The ECS acts to regulate a variety of physiological processes through the function of CB1 and CB2 receptors. CB1 receptors are found predominantly within the central nervous system, where they generally act to dampen neuronal excitability, but also sparsely throughout the body as mentioned above. CB2 receptors are primarily located in tissues associated with immune function, including the spleen, thymus, lymph nodes, white blood cells and tissue macrophages throughout the body.

The most predominant and well-known cannabinoids in cannabis are delta-9 tetrahydrocannabinol (THC) and cannabidiol (CBD). THC acts as a partial agonist at both CB1 and CB2 receptors, mimicking the effects of the endocannabinoids (our body's naturally occurring cannabinoids). Signaling by activated CB1 and CB2 receptors influences (generally decreases) the release of neurotransmitters (CB1) or inflammatory mediators (CB2). THC's actions at the CB1 receptor account for the psychoactive effects of cannabis.

In contrast, cannabidiol (CBD) is not overtly psychoactive. It does not activate either CB1 or CB2 receptors, but has been found to partially inhibit the effects of THC at CB1 when present at the same time, by a mechanism called negative allosteric antagonism. CBD also directly influences a significant number of other targets including TRPV receptor ion channels, serotonin 1a receptors, and nuclear receptors called PPAR-gamma.

Other cannabinoids and terpenes present in cannabis are also bioactive and believed to have therapeutic actions through various targets.

**DOSAGE AND ADMINISTRATION**

Effective dosing is highly individualized and relies to a great extent on titration. Patients with no recent prior experience with cannabis and initiating cannabis therapy for the first time are cautioned to begin at a very low dose and to stop therapy if undesirable side effects occur, including unwanted psychoactivity. Even some experienced users may benefit most from low (<10 mg) amounts of THC.

When using Amapure's 2:1 Tincture, the patient will usually feel an effect within 1-2 hours after ingestion. The effect will usually last 4-6 hours, or longer.

Medical cannabis may have a "biphasic effect," meaning that at low doses it may produce one effect (such as wakefulness) while at higher doses it may produce the opposite effect (such as sleepiness). This is why it is important to carefully titrate the dosage of cannabis, or adjust the amount used to achieve the desired effect.

One drop, or multiple drops, 2:1 Tincture should be placed inside the mouth between the cheek and gums or on the tongue and allowed to be absorbed.

A starting dose for 2:1 tincture for most conditions ranges from 5mg to 10mg per day. Consult your physician's recommendations.

**INDICATIONS AND USE**

The State of Alabama has approved medicinal cannabis for the following conditions:

- Autism
- Cancer-related weight loss or chronic pain
- Crohn's
- Depression, epilepsy or condition causing seizures
- HIV/AIDS-related nausea or weight loss
- Panic disorder
- Parkinson's
- Persistent nausea not related to pregnancy
- PTSD
- Sickle Cell
- Spasticity associated with diseases including ALS, multiple sclerosis, and spinal cord injuries
- Terminal illnesses
- Tourette's
- Chronic pain for which conventional therapies and opiates should not be used or are ineffective

**AMAPURE**

Amapure's mission is to serve the patients of Alabama with science-based cannabis products that are created with the highest standards. We envision patients finding a new standard of wellness when high quality Cannabis products are added to their healthcare routine.



**CONTRAINDICATIONS**

Patients with history of hypersensitivity to any compound found in cannabis or ingredients used in infused products including concentrates, tinctures, tablets, other oral dosage forms, and topicals.

**WARNINGS AND PRECAUTIONS**

This product has intoxicating effects and may be habit forming. There may be health risks associated with the consumption of this product. This product is infused with cannabis or compounds of cannabis. This product should not be used by women that are pregnant or breastfeeding. For use by adults as well as children only as recommended by a physician. Keep out of reach of children. Products containing THC can impair concentration, coordination and judgement. Do not operate a vehicle or heavy machinery under the influence of cannabis.

The risk/benefit ratio of using cannabis should be carefully evaluated in patients with the following medical conditions because of individual variation in response and tolerance to its effects:

*Any person under the age of 18 as the effect of cannabis use on the mental health in this patient population is not clearly understood.*

*It may be illegal to possess the product outside of Florida, and that it is illegal to transfer the product to a person other than the qualified patient or their caregiver.*

*This product may affect other medications/patient should consult doctor if on other medications.*

*Cannabis should not be used in patients with severe cardio-pulmonary disease because of occasional hypotension, possible hypertension, syncope, or tachycardia,*

*Cannabis should not be used in patients with severe liver or renal disease. Cannabis should be used with caution and close supervision in patients with a personal history of psychiatric disorders (especially schizophrenia), or a familial history of schizophrenia. Patients with mania or depression and using cannabis or a cannabinoid should be under careful psychiatric monitoring.*

*Cannabis should be used with caution in patients with a history of substance abuse, including alcohol abuse, because such individuals may be more prone to abuse cannabis.*

*Cannabis should be used with caution in patients receiving concomitant therapy with sedative-hypnotics or other psychoactive drugs because of the potential for additive or synergistic CNS depressant or psychoactive effects. Cannabis may also exacerbate the CNS depressant effects of alcohol and increase the incidence of adverse effects.*

*Cannabis is not recommended in women who are pregnant or who are breastfeeding.*

*Cannabis hyperemesis syndrome is a rare condition of severe vomiting that has been reported to be relieved by hot showers and ceases with discontinuation of cannabis use.*

*Unused product may be returned to the dispensary where purchased for disposal.*

*All medical cannabis products need to be securely stored out of the reach of children and pets.*

*Store upright in original container away from direct sunlight at room temperature, 59 to 86°F (15 to 30°C).*

**ADVERSE REACTIONS**

Adverse effects to cannabis are short-lived and generally not serious. The most common adverse effects may include:

- coughing • dizziness • drowsiness • somnolence
- euphoria • paranoia • abnormal thinking
- nausea/vomiting • increased or decreased appetite
- poor quality sleep • dry eyes and mouth

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



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Alabama Always LLC  
Business License Applicant Name

Integrated Facility  
License Type

#### **Ownership Entity Information**

The information redacted in this document contains personal information which is not subject to disclosure. Information has been redacted in this document because it is not subject to Alabama Open Records Act and/or any other applicable statute. Specifically, “[r]ecorded information received by a public officer in confidence, sensitive personnel records, pending criminal investigations, and records the disclosure of which would be detrimental to the best interests of the public” are not necessarily subject to disclosure. Personal identifiers of non-public employees can be redacted from public records. Op. Att’y Gen. Ala. No. 2006-134, 2006 Ala. AG LEXIS 97 (Aug. 17, 2006) (home addresses, telephone numbers, and marital status of individual may be removed from National Fire Incident Reporting Systems forms). Personal information, such as social security numbers, names of minor children, dates of birth, addresses of individuals, financial account numbers, marital status, medical information, confidential recommendations of employment, and drug or alcohol testing results can be redacted. *Graham v. Ala. State Emps. Ass’n*, 991 So. 2d 710, 719 (Ala. Civ. App. 2007). Redaction is permissible to prevent disclosure of irrelevant, sensitive, confidential, or private information. *Ex parte Liberty Mut. Ins. Co.*, 92 So. 3d 90,103-04 (Ala. Civ. App. 2012). Statutory and judicially created exceptions to the Open Records Act protect an individual’s privacy and privileged information. *Allen v. Barksdale*, 32 So. 3d 1264, 1274 (Ala. 2009).

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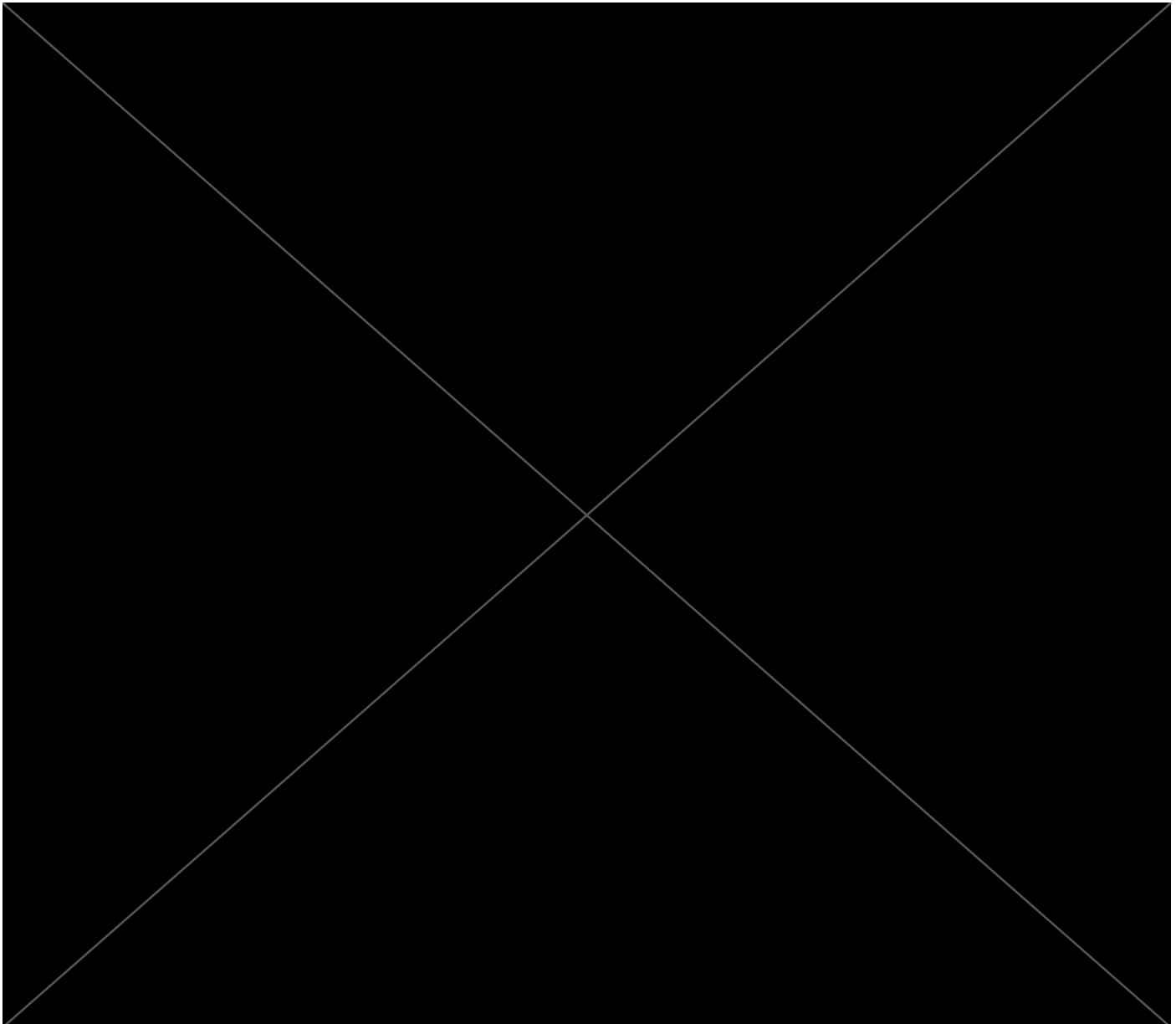
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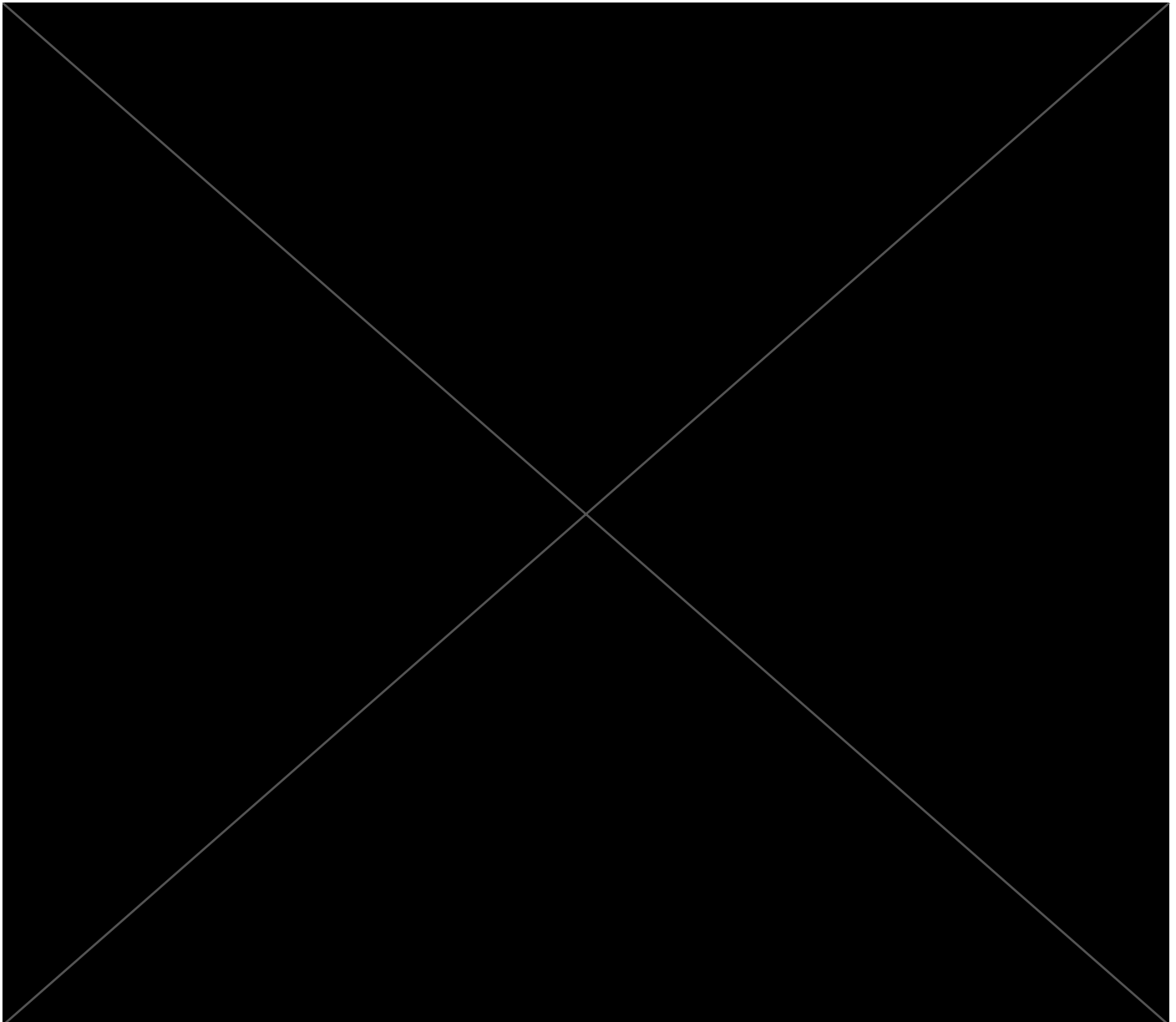
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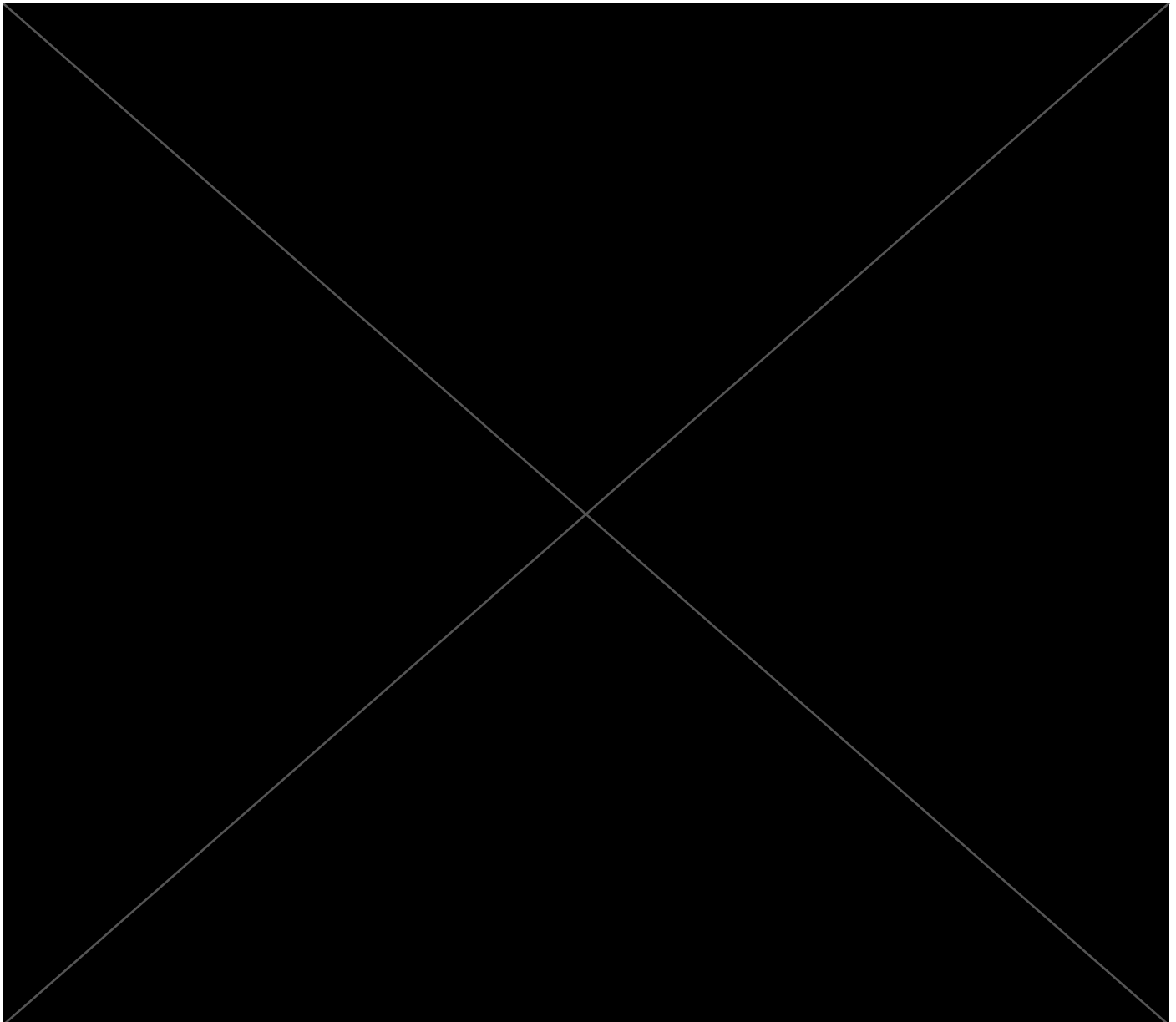
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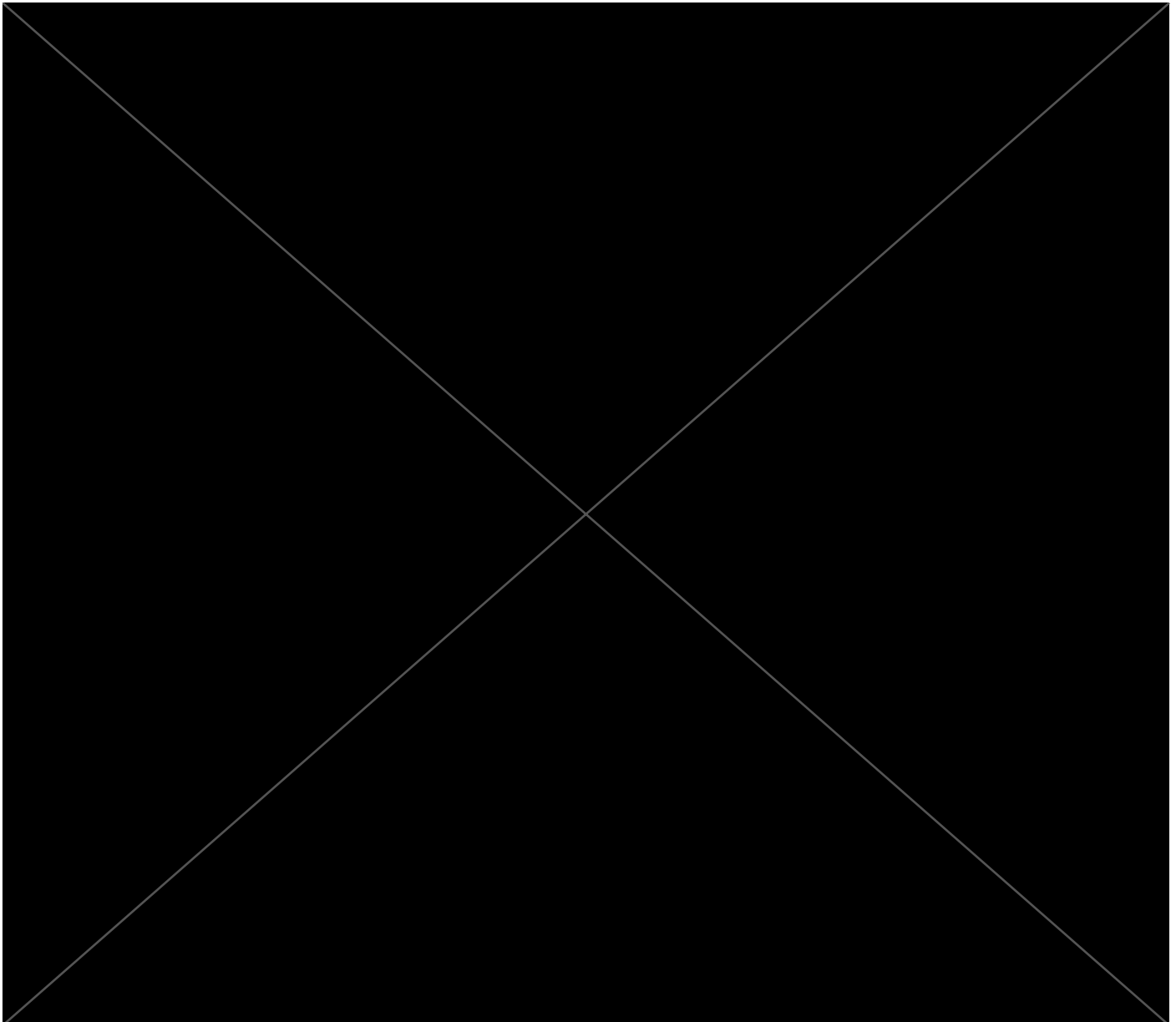
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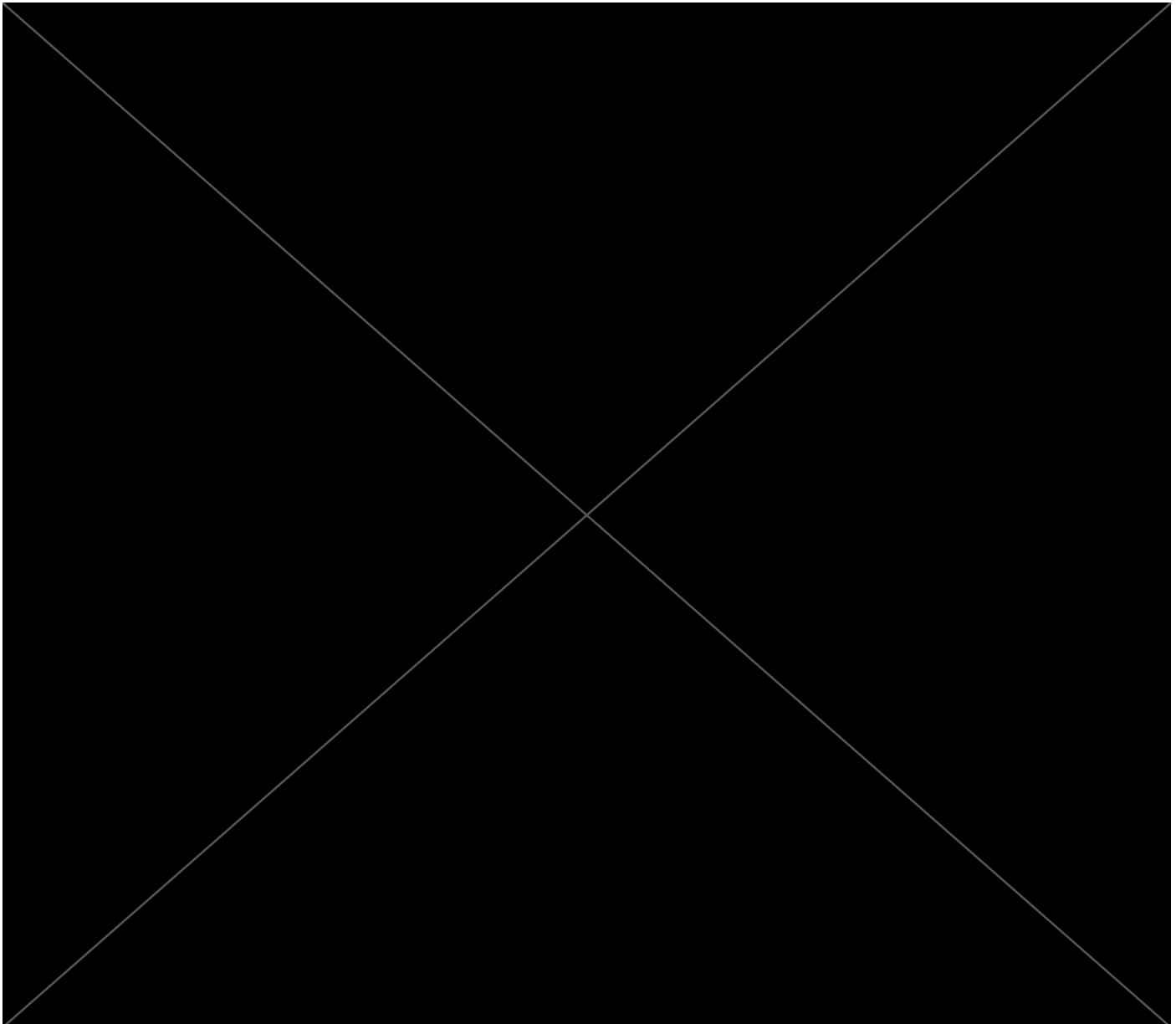
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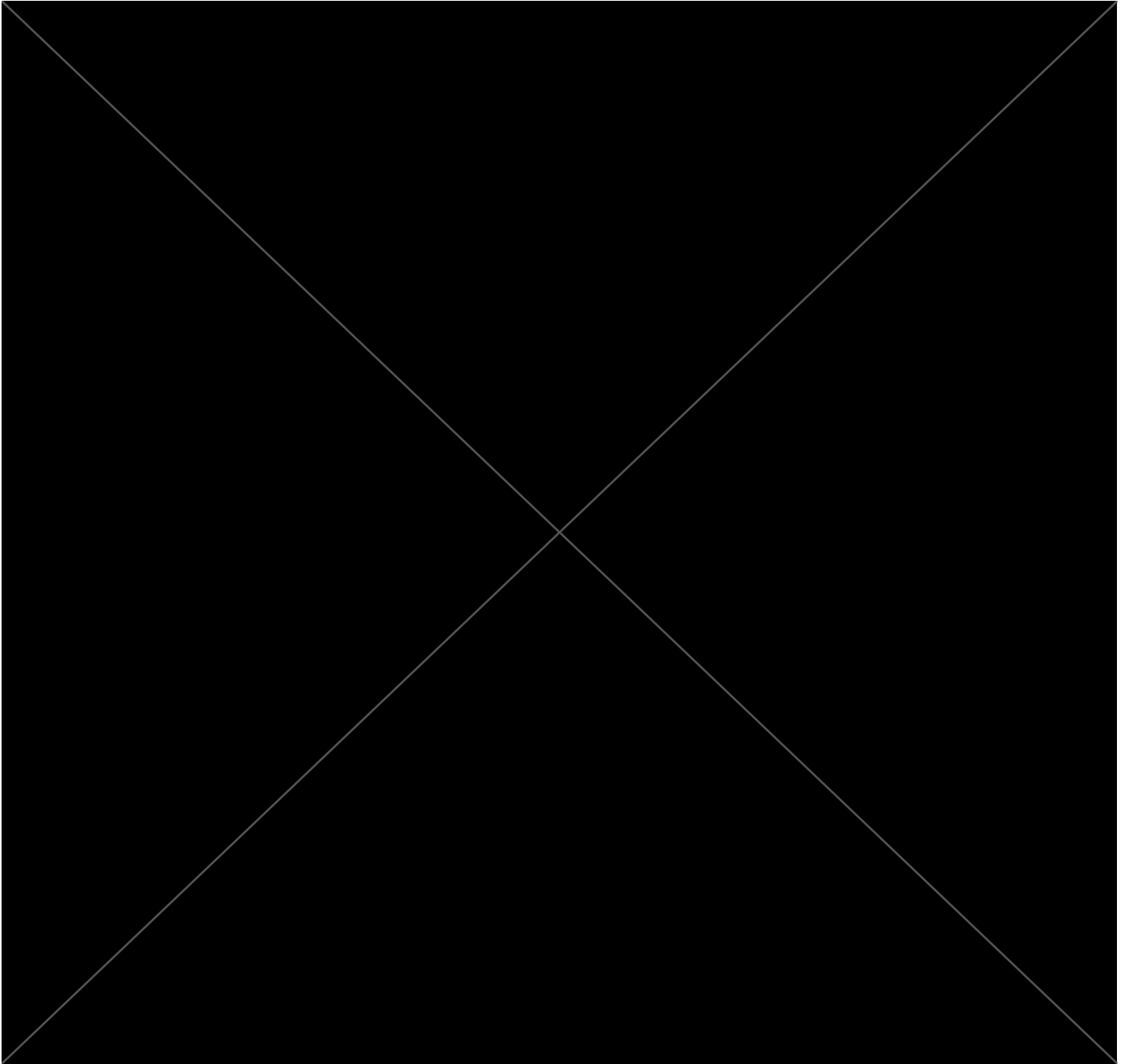
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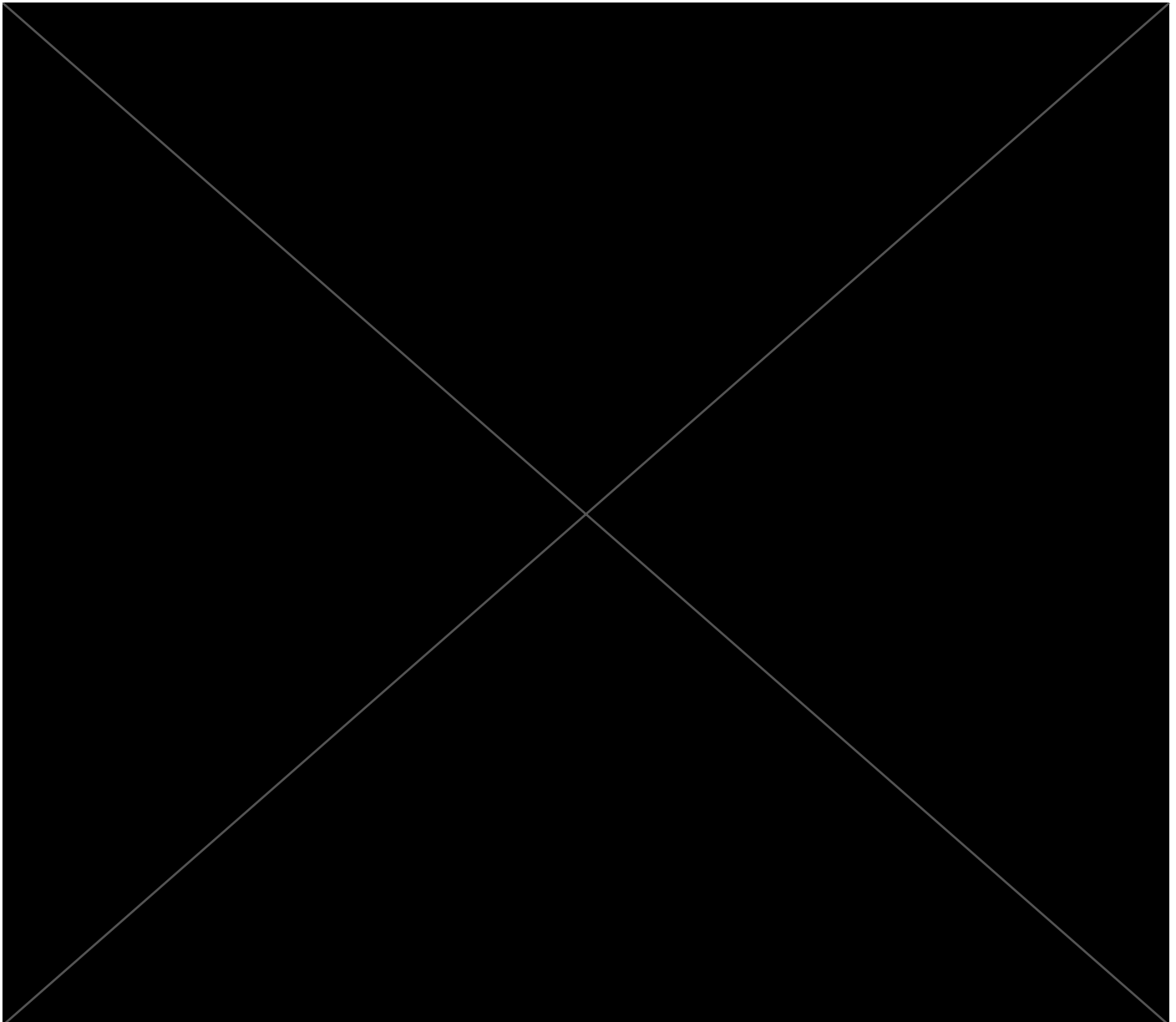
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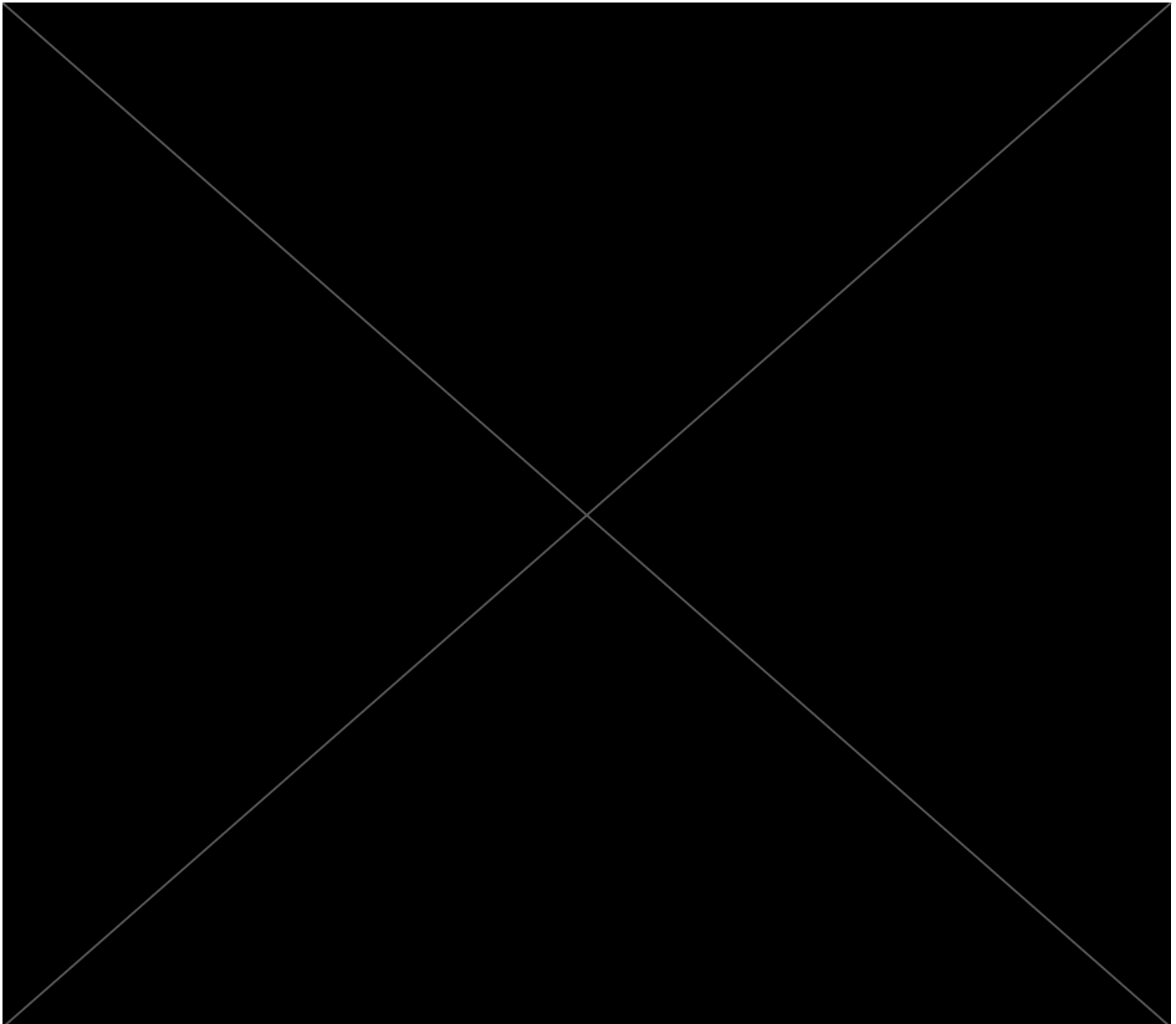
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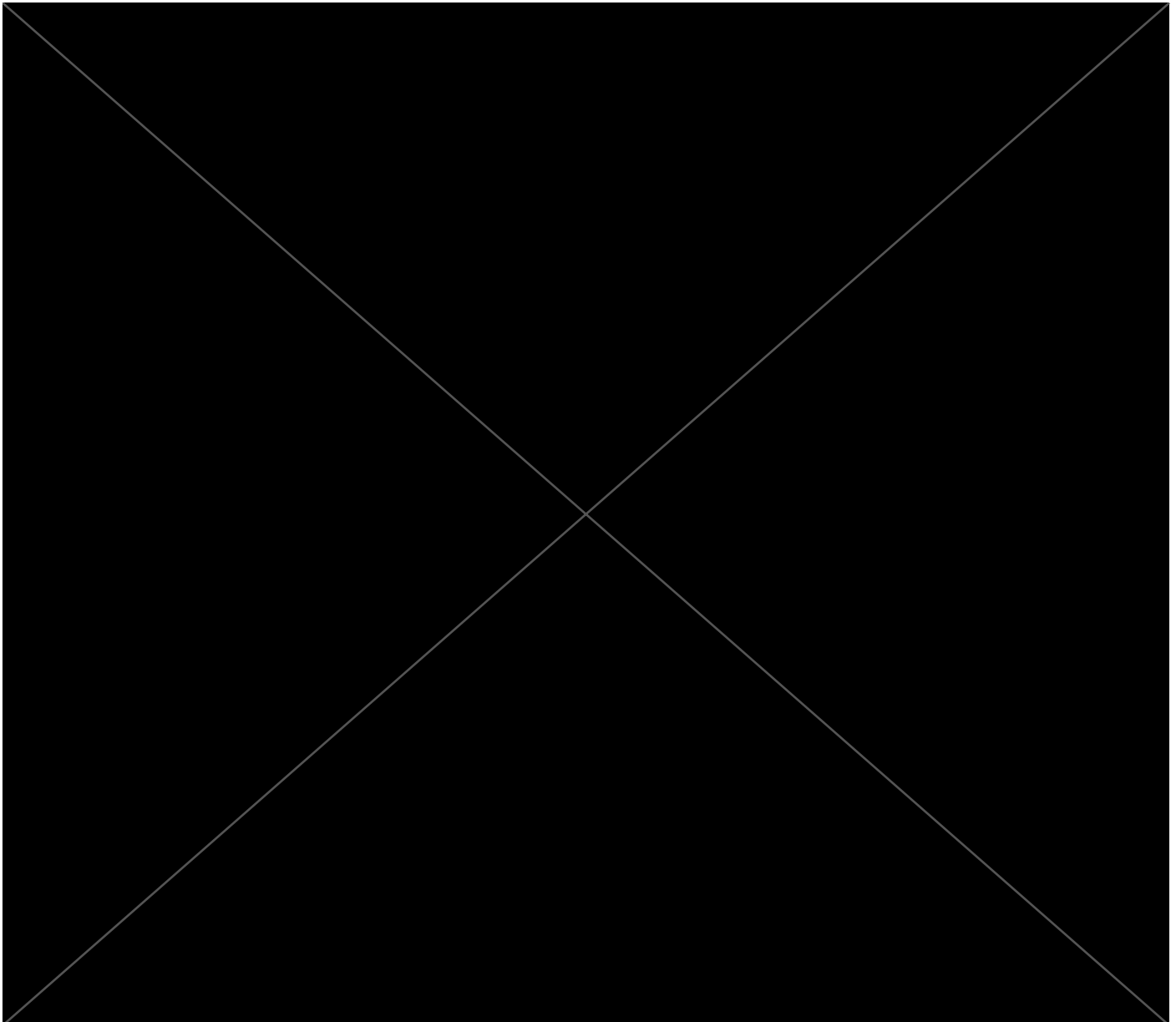
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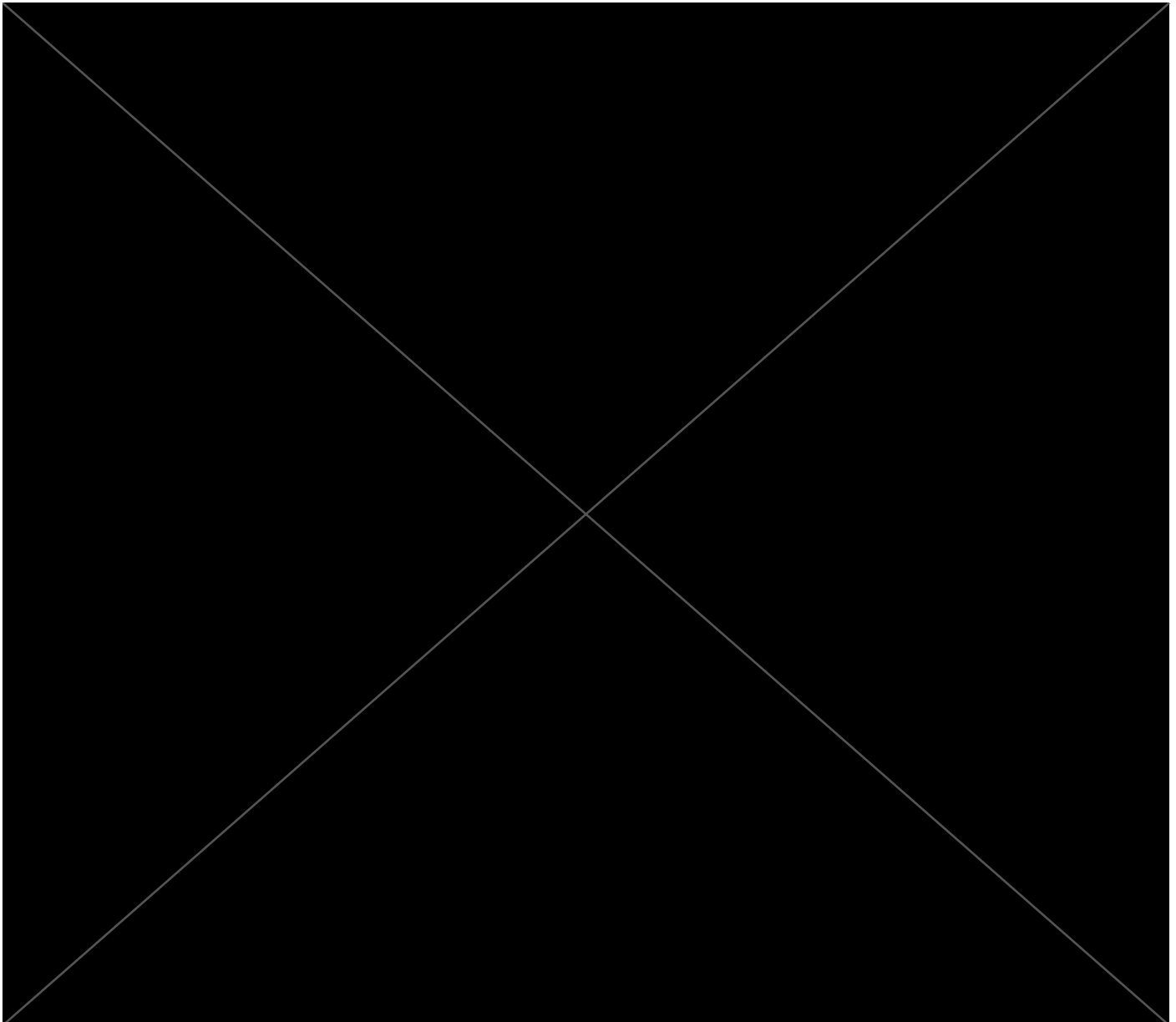
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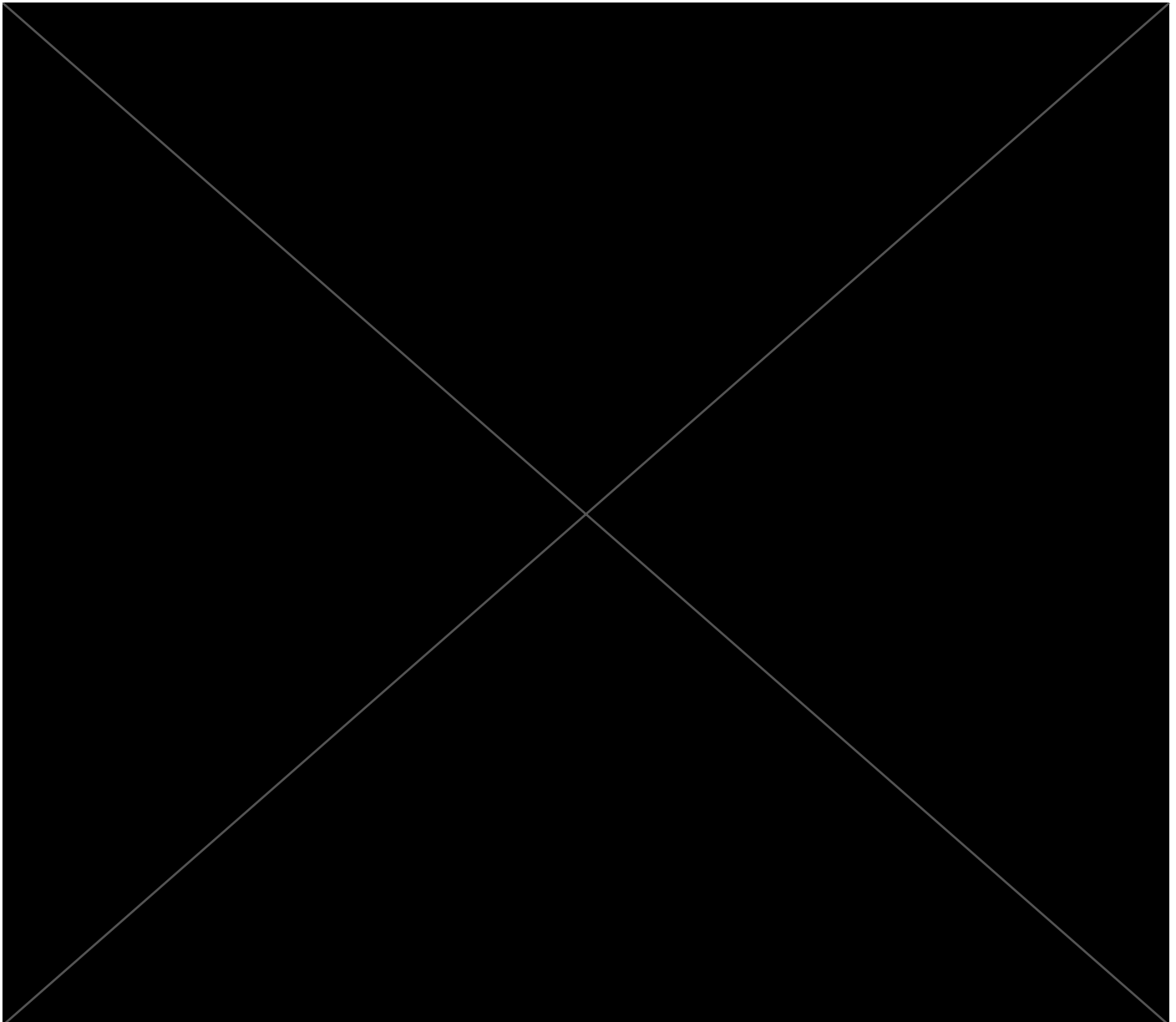
Alabama Always LLC

Integrated Facility

\_\_\_\_\_  
Business License Applicant Name

\_\_\_\_\_  
License Type

**Ownership Entity Information**



N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by: Michael Bruce

12/30/22

Signature of Verifying Individual

Verification Date

**FORM I: OWNERSHIP ENTITY INDIVIDUALS**

*“Ownership Entity” – An entity that has any ownership interest in the Applicant.*

*Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.*

*For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.*

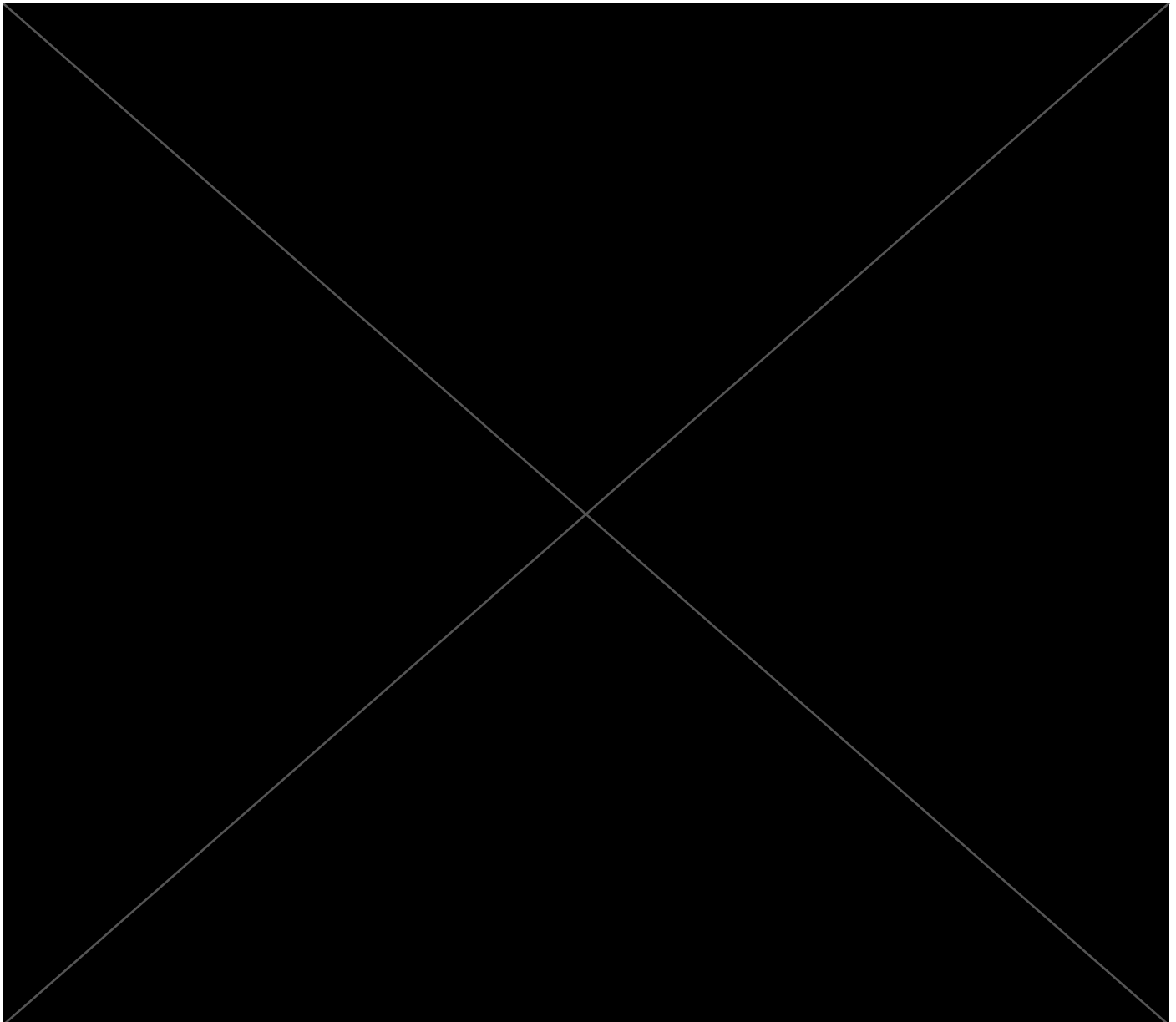
Alabama Always, LLC

Integrated Facility

\_\_\_\_\_  
Business License Applicant Name

\_\_\_\_\_  
License Type

**Ownership Entity Information**



N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

N/A

Owner Name Role % Ownership in Entity

Street Address

City State Zip

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Michael Bruce

President

Printed Name of Verifying Individual

Title of Verifying Individual

DocuSigned by: Michael Bruce

12/30/2022

Signature of Verifying Individual

Verification Date